

# CONTEST RULES

## SUPER BOWL SEND OFF

The following rules govern the Super Bowl Send Off (“Contest”), sponsored by WTMM-FM, operating in the Albany, New York market (the “Station”). The Contest is operated by Townsquare Media of Albany, Inc. (the “Company”), which is the FCC licensee of the Station.

1. The Contest is scheduled to begin on Monday, September 3<sup>rd</sup>, 2018 at 8:30am and end on Saturday, January 12<sup>th</sup>, 2019 at 7:59pm.
2. The Sponsoring Retailer of the Contest is Anheuser Busch and Saratoga Eagle.
3. There will be twelve (12) prizes awarded, including one (1) grand prize, in the Contest. The grand prize is a Super Bowl 53 Package for two people including round-trip, non-stop airfare; three-night hotel accommodations (inclusive of hotel taxes); round trip private motor coach transportation to the game; rental car for three days; and two tickets in the upper end-zone section to the Super Bowl in Atlanta, Georgia. This package has an estimated retail value of \$12,000 (the “Grand Prize”). Eleven (11) runner up prizes will be awarded. Runner up prizes include: t-shirts, cozies, and football swag provided by Anheuser Busch and Saratoga Eagle, with an approximate value ranging from \$1 to \$100, depending on the prize (the “Runner Up Prizes”, and together with the Grand Prize, the “Prizes”). Prizes are nontransferable and cannot be exchanged. No substitute prize will be awarded to a winner who declines to accept a Prize. The Company shall not be responsible for the failure of participating sponsors to deliver the Prizes or any part thereof as described herein. There will be no option to receive cash in lieu of the Prize. All taxes (including without limitation federal, state and local taxes) on or connected with each Prize and the reporting consequences thereof, and any other costs, fees and expenses not explicitly stated herein are the sole responsibility of the winner.
4. No purchase is necessary to enter the Contest. All federal, state, and local laws and regulations apply. The Contest is void where prohibited.
5. The Contest is open to all eligible U.S. residents of New York State, age 21 or over with a valid photo state issued ID or driver’s license. Each entrant must have a valid street address in the state of New York in order to qualify (a P.O. Box address will not suffice). Employees, directors, officers, and agents of the Company, the Station, the Sponsoring Retailer, and the parent companies, divisions, dealers, retailers, affiliates, subsidiaries, distributors, advertising and promotional agencies and suppliers of each, and immediate families or significant others of each, and employees of all media or mass communication businesses within a one hundred (100) mile radius of the Stations’ main studio (located at 1241 Kings Road Schenectady, NY 12303) are not eligible to participate in the Contest. Immediate family includes the spouse, great-grandparents, grandparents, parents (including in-laws), brothers, sisters, children, grandchildren, and great-grandchildren of the employee and his/her spouse, including step-relatives. This also includes individuals for whom the employee is current legal guardian. Employees of alcoholic beverage retailers distributors, and manufacturers are also not eligible to participate in the Contest.
6. By participating in this Contest, each entrant grants permission for his or her picture, voice and/or telephone call to be recorded, rebroadcast and posted on Company websites and promotional and sales materials for use by the Station and the Sponsoring Retailer. The winner of the Grand Prize (the “Grand Prize Winner”) hereby grants the Company a perpetual

worldwide, non-exclusive, royalty-free, sub-license (through multiple tiers), right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote his/her picture and voice, in all media now known or hereinafter created. All winners further acknowledge that the Station owns or will own exclusively any photographs of such winners used for such purposes, including the copyrights in them, regardless of the form in which they have been or may be produced and used, and all winners assign all such ownership rights to the Station.

7. The Grand Prize Winner will be required to complete the appropriate tax forms at the Stations' main studio prior to claiming the Prize. The Prize Winner will be sent a 1099 MISC federal tax form.
8. The odds of winning the Prizes will depend on the number of participants.
9. The Grand Prize Winner will be expected to claim the prize from the Station during standard business hours, Monday through Friday (excluding holidays) within seven (7) days of being notified that they are the winner. The Grand Prize Winner must possess and present a valid New York photo I.D. to the Station, bearing the picture of the Winner, before the Grand Prize is awarded. The Grand Prize will be forfeited if not claimed as outlined above. In the event the Grand Prize Winner does not collect the Grand Prize within 7 days of notification, then an alternate Grand Prize Winner may be selected at random in Company's sole discretion and notified of such selection via text, or phone call. **How to Play:** The Contest will begin at 8:30am on 9/3/18 and will end at 7:59pm on 1/12/19. The Contest will consist of a qualifying period and one (1) "Finals" Day.
  - a. To participate in the Contest, there are three (3) ways to enter:
    - i. Station will hold eight (8) retail appearances: Thursday 9/6 from 2pm-7pm at 151 Bar & Restaurant located at 151 Lafayette St, Schenectady, NY 12305; Thursday 9/20 from 2pm-7pm at Peabody's Sports Bar located at 39 Phila St, Saratoga Springs, NY 12866; Thursday 10/11 from 2pm-7pm at Junior's Bar & Grill located at 48 N Greenbush Rd, Troy, NY 12180; Monday 10/22 from 2pm-7pm at Katie O'Byrnes located at 121 Wall Street, Schenectady, NY 12305; Monday 10/29 from 2pm-7pm at Trick Shot Billiards and Sports Pub located at 1602 Route 9, Clifton Park, NY 12065; Monday 11/12 from 2pm-7pm at O'Tooles Restaurant Pub located at 1814 Central Ave, Albany NY 12205; Thursday 11/29 from 2pm-7pm at Arsenal City Tavern located at 795 3<sup>rd</sup> Ave, Watervliet, NY 12189; and Thursday 12/13 from 2pm-7pm at Full Moon Bar & Grill located at 490 Glen Lake Road, Lake George, NY 12845. At each appearance, entrants will have the opportunity to complete a registration form (with name, address, city, state, zip code, phone number, and date of birth) and drop it in the designated "register to win" box. At the end of each appearance, one (1) entry will be selected at random and that person will be a qualifier ("Qualifier") for the Prize.
    - ii. Visit [www.1045theteam.com](http://www.1045theteam.com), select the link for the Contest and follow the instructions to complete and submit an online registration (with name, address, city, state, zip code, phone number, and date of birth). Online entries must be received by 1/9/19 at 11:59pm in order to be eligible. Two (2) Qualifiers will be selected at random from all entries received online.
    - iii. WTMM will hold "Finals Day" at Rivers Casino & Resort, located at 1 Rush St, Schenectady, NY 12305, from 4pm-8pm on 1/12/19. The final two (2) qualifiers in this Contest will be selected at this location. Listeners will have the opportunity to complete a registration form (with name, address, city, state, zip code, phone number, and date of

birth) and drop it in the designated “register to win” box. At 5:59pm, two (2) Qualifiers will be selected at random.

iv. In total, there will be twelve (12) Qualifiers.

10. The qualifying period is scheduled from 9/3/18 through 1/12/19 at 5:59pm. The Finals Day is scheduled for 1/12/19. The final drawing will take place from 6pm-7:59pm at Rivers Casino & Resort, located at 1 Rush St, Schenectady, NY 12305. Company personnel will randomly select one Qualifier as the winner of the Grand Prize. All Qualifiers are required to be in attendance at this final drawing. All runner up prizes will be provided at the finale location during the drawing.
11. Station and Sponsoring Retailer will not be responsible to deliver the Grand Prize. No responsibility is assumed by Company or Sponsoring Retailer for any Prize after it has been given to winners.
12. **Limitation on Liability:** By entering this Contest, all entrants release the Company, the Stations, Anheuser Busch, Saratoga Eagle, and each of their respective affiliates, subsidiaries, parent companies, officers, directors, agents, promotional partners and employees from any and all liability with respect to or in any way arising from this Contest and/or acceptance or use of the prize. Neither the Company nor the Station is responsible for any incorrect or inaccurate information or for any technical or human error which may occur in the processing of entries, including any problems or technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or errors of the U.S. Postal service. Neither the Company nor the Stations are responsible for cheating or fraud by any entrants. If, for any reason, the Contest is not capable of operating as planned, including, without limitation, as a result of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Company which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Company reserves the right at their sole discretion to cancel, terminate, modify or suspend the Contest. Incomplete or illegible entries or registrations may be disqualified.
13. By participating in the Contest, participant: (a) releases and holds Station, Company and Sponsoring Retailer, and each of their parent companies, subsidiaries and affiliates, individually and as a group, and their respective employees, officers, directors, shareholders, agents and representatives (the “Giveaway Entities”) harmless from and against any and all claims, demands, actions, losses, costs, damages, liabilities, judgments, settlements and expenses (including without limitation reasonable attorney’s fees) (“Losses”) of any kind, arising in whole or in part, directly or indirectly, from the Contest or participation in any Contest-related activity, or resulting directly or indirectly from acceptance, possession, use or misuse of any Prize awarded in connection with the Contest, including without limitation personal injury, death and/or property damage, as well as claims based on publicity rights, defamation and/or invasion of privacy; and (b) indemnifies and holds harmless the Giveaway Entities from and against any and all Losses of any kind that may be asserted against or incurred by any Giveaway Entities at any time in connection with the Contest, or otherwise relating to participation in the Contest, including without limitation claims concerning the infringement upon or violation of any intellectual property or other rights.
14. The Company is not responsible for any lost mail, incorrect addresses, incorrect phone numbers or failure to notify any winners based on information provided by any entrant to the Contest. All entries and registrations become the property of the Company and may not be acknowledged or returned.

15. As a licensee of the FCC and a trustee of the public airwaves, the Station reserves the right to interrupt and/or discontinue any contest or promotion (and not award the offered prize) at the sole and absolute discretion of Company management if world events, the national mood, or public safety so warrant.
16. **Contest Disputes:** The Company shall be the sole arbiter of the Contest and the interpreter of Contest rules. Its decisions shall be final. Entry into the Contest constitutes agreement by contestants to abide by these rules, as well as any other rules established by the Company and the Station.
17. The Company reserves the right to disqualify any winner if any Contest rules are violated in any way. The Company reserves the right to refuse awarding any prize to a person who is determined to have violated a Contest rule as outlined above, gained unfair advantage in participating in the Contest, or obtained a winner status using fraudulent means.
18. In the event a winner is subject to or is the subject of any order or legal process issued by any governmental agency having jurisdiction over the affairs of the winner (including but not limited to garnishment, child support order, judgment, lien, etc.), the Company's delivery of the Prize to the official representative of the governmental entity claiming a right to the Prize shall be thus deemed as the Company's awarding the Prize to the winner. The Company shall be entitled to rely in good faith upon any documents presented by the representative seeking to collect the Prize in lieu of the winner. The Company shall not be liable for any claim by any winner for damages incidental thereto.
19. The Company reserves the right to make and change the Contest rules, including changing the Contest dates, but only to the extent permitted by the laws of the United States and the State of New York, including the rules and published policies of the Federal Communications Commission.
20. The Contest and these Official Rules are governed by and shall be construed in accordance with the laws of the State of New York, without regards to principles of conflicts of law. You irrevocably agree to personal jurisdiction by the federal and state courts located in the County of New York in the State of New York and waive any jurisdictional, venue or inconvenient forum objections to such courts. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and you hereby irrevocably waive all rights to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than your actual out-of-pocket expenses (i.e., costs associated with participating in the Contest), and you further irrevocably waive all rights to have damages multiplied or increased. **YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR ENTRIES OR OTHERWISE RELATED TO THE CONTEST MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURS, OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.**
21. A copy of these Rules is also available during business hours, 8am - 5pm, Monday through Friday (excluding holidays), at the Station's studio office, 1241 Kings Road Schenectady, NY 12303 and on the Station's website.

**ABBREVIATED RULES:**

**NO PURCHASE NECESSARY.** A purchase does not increase your chances of winning. Must be 21 years of age or older at time of entry and a legal U.S. resident of NY to participate. Void where prohibited by law. Begins 9/3/18. Ends 1/12/19. Entries must be received by 5:59 PM ET on 1/12/19 to be eligible. See retailers or radio station for Official Rules. NFL Entities have not offered or sponsored this sweepstakes in any way.

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