

**NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE****1. Introduction**

This document outlines the official rules ("Rules") for WHTF-FM's ("Station") "Hot 104.9 Secret Sound Contest" ("Contest"). These Rules govern all aspects of the Contest and supplement the Station's General Contest Rules ("General Rules"), available at HOT1049.COM. In the event of any discrepancy or inconsistency between these Rules and the General Rules, these Rules shall govern.

**2. Agreement to Rules**

By participating in the Contest, you ("Participant") agree to be bound by these Rules and the General Rules, and by all decisions of the Station related thereto, which are final and binding in all matters relating to the Contest.

**3. No Purchase Necessary**

A purchase is not necessary to enter or win a prize. A purchase will not improve your chances of winning.

**4. Eligibility****Geographical, Age and Parental Consent Requirements:**

The Contest is open to legal residents of the United States with their primary place of residence in Florida or Georgia (Station's Total Surveyed Area) who are at least 18 years of age or older at the time of entry (a "Participant"). The Station reserves the right to refuse to award a prize to or on behalf of a minor.

**Contest Entity and Immediate Family Member Ineligibility:**

The officers, directors, employees, contractors, and agents of the Station, any Adams Radio Group affiliated entity or business, any Sponsor(s), or other person or entity involved in the sponsorship, development, production, implementation, and execution of the Contest (which includes each of the foregoing's respective parent, subsidiary, affiliate, and related companies and their immediate family members and those living in the same household, whether or not related)(collectively the "Contest Entities"), are prohibited from participating in any Contest and do not qualify as Participants. "Immediate family members" shall include spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws", or by current or past marriage, remarriage, adoption, co-habitation or other familial extension.

**Past Prize Winners:**

Participants who have won a prize as part of a Contest put on by the Station or any Sponsor valued (individually or in the aggregate) over \$600 in the last twelve (12) months are ineligible.

**Employer Restrictions:**

Participant is solely responsible for reviewing and understanding Participant's employer's policies regarding Participant's eligibility to participate in contests. Participant may be disqualified from entering this Contest or receiving prizes if Participant is participating in this Contest in violation of their employer's policies.

## 5. How to Enter

Listen for the designated times ("Entry Times") to call in. The Entry Times will be announced on-air and will be at 9:00 AM, 12:00PM and 3:00 PM Eastern Standard Time ("EST"), Monday through Friday ("Entry Period"). When you hear the cue to call, dial 850-383-1049 to participate in the Hot Secret Sound Contest. The tenth (10th) caller will have one (1) opportunity to listen to the "Secret Sound" and guess what it is. If the caller guesses correctly, they win the current cash jackpot, which starts at a minimum of \$200 and increases with each incorrect guess.

## 6. Odds of Winning

The odds of winning depend on the number of eligible entries and participants received.

## 7. Prizes

The Station is giving away a total cash pool of up to \$1,000! Each on-air winner will receive a minimum of \$200 when they correctly identify the Secret Sound. Retail Value: \$1,000 USD. Some jackpots may be more than \$200 USD, as the jackpot grows by \$10 with each incorrect guess. No transfer, assignment or substitution of a prize is permitted, except the Station reserves the right to substitute a prize for an item of equal or greater value in the event an advertised prize is unavailable. Any difference between the actual value and the approximate retail value of any prize will not be awarded.

## 8: How to Claim a Prize

### Claiming the Prize:

- **Payment Method:** Prizes will be paid in the form of a check.
- **Processing Time:** The check will take approximately 4-8 weeks to be delivered after all required paperwork is submitted.
- **Prize Pickup Location:** The Winner must pick up their prize at the Station's business offices located at 2222 Old St Augustine Road, Tallahassee, FL 32301.
- **Contact:** The Winner will be contacted by telephone with instructions to claim their prize.
- **Required Documentation:** Winners must provide the following:
  - A valid government-issued photo identification depicting proof of age (18 and over)
  - Documents to establish they meet the eligibility criteria described in these Rules
  - A valid taxpayer identification number or social security number
  - Social security/tax ID numbers will be used for tax-reporting purposes
- **Documentation Failure:** The Station reserves the right to deny awarding the prize if a Winner fails to provide satisfactory documentation, as determined in their sole discretion.
- **Required Agreements:** The Winner is required to execute an Affidavit of Eligibility, Release of Liability, Indemnification and Publicity Release Agreement, and a completed IRS W-9 before any

prize is awarded. By entering the Contest, Participant agrees to execute these documents if selected as a winner.

- **Prize Forfeiture:** Failure to execute any of these documents or comply with any of these terms will result in forfeiture of the prize.
- **Alternative Prize Delivery:** The Station and/or Sponsors have the right, in their sole discretion, to mail the prize to the Winner.
  - If mailed, the Winner will be required to complete necessary paperwork including releases and prize claim forms via US Mail or email (as directed by the Station/Sponsors).
  - Failure to provide completed forms and documentation within five (5) business days of receipt may lead to forfeiture of the prize.
  - The Station/Sponsors assume no liability for lost, stolen, or destroyed prizes once placed in the US Mail or other courier service.
  - The Station/Sponsors' obligations to tender the prize shall be deemed complete upon deposit in the US Mail or with a recognized courier service.
- **Prize Forfeiture:** Any Winner who fails to pick up their prize within thirty (30) calendar days after being contacted by the Station (unless otherwise agreed to in writing by the Station) will forfeit the prize. The Station/Sponsors reserve the right, in their sole discretion, to award unclaimed prizes to alternate contestants or not to award the unclaimed prizes.
- **Contact Charges:** Participation in this Contest means that you may be contacted by the Station or Sponsors of this contest, including notifying you if you are a potential winner in this Contest, which will be subject to the charges pursuant to your carrier's rate plan.
- **Additional Costs:** Any costs relating to the prizes are the sole responsibility of the Winner.

**OFFICIAL CONTEST NAME:****HOT 104.9 –SECRET SOUND.**

**Entries Are the Sole and Exclusive Property of Stations: All Contest entries and/or related submissions become the sole and exclusive property of the Stations/Sponsors upon transmission. Contest entries will not be returned and may be used by any Contest Entity for any purpose whatsoever related to any Contest, without additional compensation to the participant or any other individual or entity.**

**Privacy Policy:** Entry in the Contest may require you provide certain personally identifiable information (“PII”) as defined in the Florida SB262. For more information on the types of PII Stations collect and how they use PII, please review Stations’ privacy policy available at HOT1049.COM. By entering the Contest, you agree to be bound by this privacy policy in addition to the Rules and General Rules.

**Disclaimer of Responsibility for Entries:** Stations/Sponsors are not responsible for problems with Contest entries, including but not limited to, entries which are lost, late, misdirected, damaged, incomplete, illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of Sponsors.

**False Fraudulent or Deceptive Entries or Acts:** Participants who, in the view of Stations/Sponsors, provide false, fraudulent, or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Contest will be disqualified and may be subject to criminal prosecution.

**PARTICIPATION PROBLEM DISCLAIMER:**

**Even if alleged to be caused by the sole or partial negligence of the Stations/Sponsors, the Stations/Sponsors are not responsible for any problems which affect or result from participation or attempted participation in the Contest. This includes but, is not limited to, the following problems:**

**1. Incorrect, incomplete, or inaccurate entry information.**

- Human errors.
- Phone service failure, technical failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software.
- Inability to send a text-message.
- Identity theft.
- Tampering, destruction, or unauthorized access to, or alteration of, entries or computer data.
- Network hackers or other unauthorized access to Stations/Sponsors’ computer network.
- Data that is processed late or incorrectly or is incomplete or lost due to wireless network, telephone network, computer or electronic malfunction or traffic congestion on wireless or telephone networks.

- **Printing errors.**

- Equipment malfunctions/disrupted/disconnected calls on hold.
- Late, misdirected, lost, misplaced, illegible, mutilated or postage-due entries.

**TAXES:**

**The Participant prize-winner is solely responsible for determining and paying all federal, state and local taxes (including any sales taxes). Any person winning over \$600 in prizes during any one-year period will receive an IRS Form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS.**

**WARRANTIES AND REPRESENTATIONS:**

By entering and participating in the Contest, and in consideration thereof, each Participant individually warrants and represents to Stations/Sponsors that they: (i) meet the residency and age requirements at the time of entry; (ii) will be bound by these Rules and the General Rules, and by all applicable laws and regulations, and the decisions of the Stations/Sponsors; and (iii) waive any rights to claim ambiguity with respect to these Rules and the General Rules.

**RELEASE OF LIABILITY AND INDEMNIFICATION:**

As consideration for entering the Contest, all Participants agree to RELEASE, DISCHARGE AND COVENANT NOT TO SUE the Stations, the Sponsors, Contest Entitles, and each of their respective parent, subsidiary, and affiliated companies and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, and each of the foregoing's officers, employees, disc-jockeys, on-air personalities, shareholders, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the "Released Parties"), from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest, including, but not limited to, any claim that the act or omission complained of was caused in whole or in part by the strict liability or negligence in any form of the Released Parties.

Additionally, as consideration for entering the Contest, all Participants agree to INDEMNIFY, HOLD HARMLESS, AND DEFEND the Released Parties in any action or proceeding from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest or for their failure to comply with the terms of the above release provision. This agreement

to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly caused in whole or in part by the strict liability or negligence in any form of the Released Parties.

**Furthermore, Participant expressly waives and relinquishes all rights and benefits afforded by Florida Statute § 768.31(5).**

**“RELEASE OR COVENANT NOT TO SUE.—When a release or a covenant not to sue or not to enforce judgment is given in good faith to one of two or more persons liable in tort for the same injury or the same wrongful death.**

It does not discharge any of the other tortfeasors from liability for the injury or wrongful death unless its terms so provide, but it reduces the claim against the others to the extent of any amount stipulated by the release or the covenant, or in the amount of the consideration paid for it, whichever is the greater; and, It discharges the tortfeasor to whom it is given from all liability for contribution to any other tortfeasor.”

**PUBLICITY RELEASE:**

Unless prohibited by applicable law, Participant authorizes and irrevocably grants to Stations, Sponsors, and the other Released Parties (as defined above) permission to reference and discuss Participant and their participation in the Contest on-air and/or on the internet, in photographs, video recordings, digital images, audio recordings, as well as in publications, newsletters, news releases, other printed or digital materials, and in materials made available on the internet or in other media now known or hereafter developed for any purpose Stations/Sponsors/Released Parties deem proper. Such reference and discussion may involve Participant’s name and voice, and other personal/biographical material or their participation in the production of any audio, photographic, or audiovisual materials.

**DISQUALIFICATION:**

All participants agree to be bound by these Rules. Non-compliance with any of these Rules or the General Rules will result in disqualification and Participant/Winner’s involvement in the Contest will be immediately terminated. Stations/Sponsors, in their sole discretion, further reserve the right to disqualify any person for: (i) tampering with the entry process or the operation of the Contest; (ii) gaining an unfair advantage in participating in the Contest; (iii) obtaining winner status using false, fraudulent or deceptive means; or (iv) engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior. Participants who have won another contest put on by any of the Stations/Sponsors where the prize or aggregate prizes won are valued over \$600 in the preceding twelve (12) months or have won any cash contest with any Stations/Sponsors in the preceding twelve (12) months are ineligible and will result in disqualification.

**CAUTION: ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF ANY CONTEST, TELEPHONE SYSTEMS OR WEB SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

**RULES CHANGES AND INTERPRETATIONS:**

Stations/Sponsors reserve the right in their sole discretion to supplement or make changes to these Rules as well as the rules of any contest at any time without notice. Stations/Sponsors reserve the right in their sole discretion to interpret the rules of any contest, and such interpretation shall be binding upon all participants.

**GOVERNING LAW AND JURISDICTION:**

This Contest shall be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflict of laws principles. By entering the Contest, Participants hereby submit to the jurisdiction and venue of the federal and state courts of Florida and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum. In no event, will any Participant be entitled to injunctive relief or equitable relief of any kind, or to restrain the continuation of any Contest.

**GENERAL RULES/LIST OF WINNERS:**

**Copies of these Rules and/or the General Rules may be obtained by sending a self-addressed stamped envelope to: Adams Radio Group Tallahassee / SECRET SOUND Contest Rules and/or Official Contest General Contest Rules, 2222 Old St Augustine Road Tallahassee, FL 32301. These Rules and the General Rules may also be found at [Hot1049.com](http://Hot1049.com).**

**For a list of any Contest winners send a self-addressed, stamped envelope Hot 104.9 / SECRET SOUND Winners to, 2222 Old St Augustine Road Tallahassee, FL 32301.**