



Five O’Clock Freebee

These rules apply to all contests conducted by Beasley Media Group, Inc. d/b/a **WKQC** (“Station”).

1. HOW TO ENTER AND PLAY

- a. The 5 O’Clock Freebee Contest will begin January 1, 2017 and end December 31, 2017.
- b. To participate in the contest, listeners will receive a cue to call at approximately 5pm. Caller ten (10) will be the winner.
- c. To participate in the contest, unless otherwise noted, one entry per person will be accepted. In the event multiple entries are allowed, each entry must be submitted individually. Mechanically reproduced or software generated entries of any kind will not be accepted. Any materials submitted become the property of WKQC-FM and will not be returned.

2. ELIGIBILITY RESTRICTIONS

- a. Unless otherwise specified, contests are open to all Station listeners who are 18 years of age or older and who are legal US residents and reside in Charlotte Metro Area. Contestants must possess a valid, government-issued ID. Winner must show proof of residency to verify eligibility.

- b. Employees of the Station, its licensee, its parent corporation, their affiliated entities, affiliated advertising agencies, participating sponsors/promotional partners, other radio stations in the Charlotte Metro area and the members of their immediate families are ineligible to participate or win.
- c. Listeners are eligible to win a Beasley Media Group contest only once every sixty (60) days and a prize valued at \$600 or more, only once every six months. Only one winner per household (whether related or not) is permitted in any contest.

3. PRIZES

- a. Up to two-hundred and fifty-eight (258) prizes will be awarded in this Promotion. Each prize is TBD by Station staff but will be announced by the on-air Station talent prior to each cue to call but may consist of items such as movie passes, concert tickets, gift cards, Station merchandise, etc. The winner(s) will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize. The Station accepts no responsibility for repairing any real or supposed damage to any prize. Tickets valid only on the date(s) printed on the tickets. Tickets are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time. Lost or stolen tickets will not be replaced. Tickets may not be sold to a third party. If a prize-related event is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the Promotion Entities, their sole responsibility to the winner will be to award the remaining available elements of the prize and no substitution or compensation will be provided for the un-awarded elements of the prize. The Station, in its sole discretion, reserves the right to deny entry to or to remove the winner and/or guest(s) if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at any prize related event. For movie tickets or passes, seating is available on a first come, first served basis. The ticket does not guarantee a seat to any particular showing. Station is not responsible for overbooking. Any gift certificate or gift card will be subject to the terms and conditions as set forth by the issuer of the gift certificate or gift card. Gift certificates and gift cards are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will gift certificates be replaced if lost or stolen. Approximate Retail Value of each prize will vary based on the specific prize awarded but will generally, but not necessarily, be between \$20.00 and \$100.00.
- b. Unless otherwise specified, all prizes or prize certificates must be claimed at the office of the Station located at 1520 South Blvd Charlotte NC 28203, Monday-Friday, during regular business hours. Prize or prize certificate must be claimed within days of winning. Failure to claim prize by the specified time will result in forfeiture of the prize.

- c. Unless otherwise permitted by the Station, winner(s) must claim his or her prize in person, and a prize cannot be claimed by third parties on behalf of the winner. If a contest is open to entrants under the age of 18 and a winner is under the age of 18, a parent or legal guardian must claim the prize.
- d. In the event that a prize or prize certificate is mailed to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its arrival. Station is not responsible for the safe arrival of a prize or prize certificate.
- e. Prizes are not transferable. Prizes may not be substituted for or redeemed for cash.

4. SELECTION OF WINNERS

- a. Up to two hundred fifty-eight (258) winners will be selected on-air as described in Section 1 of these Official Rules and will be notified of winning at the time of their winning phone calls.
- b. Winner will be selected by being caller 10 after the cue to call.
- c. Winner must listen to win. Winner need not be present to win.
- d. Decisions of station management with respect to the contest are final.

5. CONDITIONS

- a. **WARNING:** Online listeners to streamed broadcasts may experience a lag in transmissions.
- b. **Taxes and Liability:** Payment of all federal, state and local taxes is the sole responsibility of the winner. Contest winnings will be reported to the Internal Revenue Service and winners can expect to receive a 1099 tax form for prizes which total more than \$600 for the calendar year. Winners may be required to accurately complete and submit IRS Form W-9 to the Station as a condition of acceptance of a prize.
- c. By participating in the contest, contestant agrees to have his or her name, voice, or likeness used in any advertising or broadcasting material relating to this contest without additional financial or other compensation.
- d. By participating in the contest, contestants hereby releases and agrees to indemnify and hold harmless the Station, its licensee, affiliates, subsidiaries, parent corporation and each of their officers, directors, shareholders, employees, advertising and PR agencies, sponsors, advertisers, promotional partners, agents, representatives, and their successors and assigns, and all others connected with them and the contest (collectively, "Released Parties") from any and all liability, claims, actions and

damages sustained or incurred by participation in the contest and the receipt and use of any prize awarded (if any) through such contest arising in any manner whatsoever.

- e. Contest winners (and their guests or travel companions, if any) may be required in the Station's sole discretion, to sign a liability release and a publicity release. A winner (or his/her parent or legal guardian if under the age of 18 years) must execute and return any required release within five (5) business days from notification or winner will be disqualified and the prize will be forfeited. An alternate winner may be chosen by random selection. Pursuant to the liability release, the winners will agree to hold the Released Parties harmless against any and all claims or liability arising directly or indirectly from the prize or participation in the contest. Any contestant (or his/her parent or legal guardian, if applicable) who refuses to sign any required release will forfeit any and all prizes.
- f. The Station will be excused from its obligation to conduct the contest if its performance is delayed or prevented due to causes beyond its control, including, but not limited to acts of God, public enemies, war, civil disorder, fire, flood, hurricanes, explosion, labor disputes or strikes, and any acts by any governmental authority.
- g. The Station, its licensee, affiliates, subsidiaries, parent corporation, sponsors, advertisers and promotional partners, and their assigns and successors are not responsible for failure to conduct or for alterations to the contest due to circumstances beyond the control of any such entity.
- h. Decisions of Station management with respect to the contest are final.
- i. The Station reserves the right to end any contest or amend these rules upon announcement on air or publication at www.k1047.com.
- j. The Station reserves the right to make changes to the rules of the contest, including the substitution of a prize or prizes of equivalent or greater value, which will become effective upon announcement.
- k. The Station is not responsible for any prizes or certificates lost or stolen after the winner has claimed them from the Station.
- l. Prizes are awarded 'as is' with no guarantees or warranties as to use. Acceptance of a prize releases the Station, its sponsors, promotional partners and advertisers from all liability and claims concerning the prize, its delivery, and its use.
- m. The Station is not responsible for typographical or other errors in the printing, the offering or the administration of the contest or in the announcement of a prize. The Station is not responsible for (i) lost, stolen, mutilated, misdirected, postage due, illegible, incomplete or late entries; (ii) telephone or mobile service outages, delays, busy signals, facsimile transmission errors, equipment malfunctions and any other technological difficulties that may prevent an individual from completing his/her telephone call or from sending a text message (if applicable, message and data rates

may apply, and the Station is not responsible for any fees incurred by an entrant for this method of entry); (iii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties or other technical difficulties.

- n. By participating in this contest, contestants agree to be bound by these rules. Failure to comply with the contest rules may result in a contestant's disqualification, at the sole discretion of the Station.
- o. Contestants are required to provide truthful information as part of their entry and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entry from contestants who do not meet the eligibility requirements and the Station will also delete any online entry knowingly received from contestants under the age of 13 in compliance with the Children's Online Privacy Protection Act.
- p. Any materials submitted become the property of the Station and will not be returned.
- q. No purchase is necessary. The contest is void where prohibited. Contests and promotions are subject to all federal, state and local laws.
- r. By use of the Station's website and by entering this Promotion, contestants agree to the Station's Terms of Service Agreement and to the use of Personal Information as stated in the Privacy Policy located at www.k1047.com.
- s. Copies of the written contest rules and a list of all winners are available during regular business hours at the main studio of the Station at 1520 South Blvd Charlotte, NC 28203, or by sending a self-addressed, stamped envelope to the Station.

6. FOR CONTESTS WITH ENTRIES BY PHONE

- a. The Station cannot be held responsible for allegations of telephone malfunctions. The Station is not responsible for callers lost or disconnected before completing his or her prize claim. When a caller is lost or disconnected prior to broadcast, the Station can, at its discretion, select the next eligible caller received to win/participate. The Station is not responsible for any lost connections, miscommunications, failed computer or telephone transmissions, equipment or other technical failure or service interruptions. The Station is not responsible for any carrier or server delays or failures.