



“Hot 7@7”

These rules apply to all contests conducted by Beasley FM Acquisition Corp. / Beasley Radio, Inc., d/b/a 95.1 WNKS (“Station”). In addition, the General Contest Rules posted on the Station’s website may apply to this contest.

1. 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 the Charlotte Metropolitan area. Contestants must possess a valid, government-issued ID.
- 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 Metropolitan 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.

2. HOW TO ENTER AND PLAY

- A. These rules govern the Hot 7@7 promotion (the “Promotion”), which is being conducted by WNKS-FM (the “Station”). The Promotion begins on January 1, 2017 and ends on December 31, 2017 (The “Promotion Dates”).
- B. To enter, on-air, listen to the Station each weekday beginning on January 1, 2017 and ending on December 31, 2017 between the hours of 7:00 pm ET and 7:45 pm ET during the Entry Period for the announcement of the cue to call. Upon hearing the cue to call, the designated caller (as announced by the on-air personality prior to the cue to call) to get through to the Station contest line at 704-570-9595 and correctly identifies the designated

songs and artists in order as requested by the on-air talent (for instance, “songs number two and seven,” or “song numbers three, four and five.”) will win a prize, pending confirmation of eligibility. At the time of entrant’s call, entrant will be required to provide all information requested including entrant’s full name, complete address (including zip code), day and evening phone numbers and date of birth in order to be eligible to win. P.O Boxes are not permitted. In the event that a selected caller(s) is disconnected or is found to be ineligible, the next eligible caller who successfully makes it through on the call-in line will be allowed to participate in the promotion. There is no limit to the number of times a listener may attempt to call in to win, but a listener may be a winner only once.

- C. The Station reserves the right to not conduct the Promotion on holidays and any other days in the Station’s sole discretion. The Station reserves the right to terminate the Promotion prior to December 31, 2017.
- D. There will be up to a total of two hundred fifty-eight (258) winners selected in the Promotion.
- E. Due to delays in the online streaming of the Station’s broadcast signal, listeners to the online stream may not be able to participate in or may be disadvantaged in participating in on-air contests. Entrants are encouraged to listen to the Station on-air. The Station is not responsible for online streaming delays.
- F. The Promotion is open to all persons who are legal U.S. residents 18 years of age or older and who reside in North Carolina and South Carolina. Void where prohibited or restricted by law. Employees, officers, directors and agents of the Station, their corporate affiliates, Station’s advertising and promotional agencies, participating sponsors, prize suppliers, their respective affiliates (collectively, the “Promotion Entities”) and other radio stations in the Charlotte metropolitan area, the members of their immediate families (spouse, parents, siblings or children) 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.
- G. Listeners are eligible to win a prize(s) in a any Beasley Media Group station-conducted Promotion only once every Sixty (60) days regardless of the value of the prize. Only one (1) winner per household is permitted in any Station-conducted promotion.
- H. 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).
- I. 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.

J. 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., Suite # 300, 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.

K. SELECTION OF WINNERS

- a. Decisions of the Station management with respect to the Promotion are final.
- b. 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.
- c. Odds of winning depend upon the number and order of calls received.
- d. Winners must listen to the Station to win. Winners need not be present to win.
- e. Potential prize winner(s) will be notified by at the time of their winning phone calls. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. The winner(s) must execute and return any required affidavit of eligibility and/or liability/publicity release within thirty (30) days of winning unless the prize event occurs in less than thirty days following prize being awarded, in which case the winner will be notified by the Station of the alternate deadline to claim the prize or prize(s) will be forfeited and an alternate winner will not be selected. 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) 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).

L. 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 year.
- c. By participating in the contest, contestant agrees to have his or her name, voice, or likeness, as well as his or her contest submissions used in any advertising or broadcasting material relating to this contest without additional financial or other compensation.

- d. By participating in the contest, contestant hereby releases and agrees to indemnify and hold harmless Station, its licensee, affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the contest 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 will be selected and notified of their prize in the manner announced by the Station. Contest winners (and their guests or travel companions, if any) may be required, in Station's sole discretion, to sign a liability release and a publicity release. Pursuant to the liability release, the winners will agree to hold Station, its licensee, parents, affiliates, assigns, successors and the officers, shareholders, directors, employees, agents and representatives of each of them harmless against any and all claims or liability arising directly or indirectly from the prize or participation in the contest. Any person who refuses to sign the release will forfeit any and all prizes.
- f. Station will be excused from its obligation to air 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. Station, its licensee, affiliates, parents, 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. Station reserves the right to end a contest or amend these rules upon announcement on air or publication at Station's website.
- j. 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. 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 Station, its sponsors and advertisers from all liability and claims concerning the prize, its delivery, and its use.
- m. 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, listeners 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 Station.
- o. Contestants 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 entry from individuals who do not meet the eligibility requirements, and the Station will also delete any online entry knowingly received from persons 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. Copies of the written contest rules and a list of all winners are available during regular business hours at the main studio of Station at 1520 South Blvd., Suite #300, Charlotte, NC 28203, or by sending a self-addressed, stamped envelope to 95.1 WNKS, 1520 South Blvd., Suite #300, Charlotte, NC 28203.

M. 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.
 - b. The Station is not responsible for any carrier or server delays or failures.
 - c. Contest participants using the Internet must provide a valid email address.
- N. The Station and sponsors are not responsible for technical, hardware, software or telephone or other transmission failures of any kind; lost or unavailable network connections; or incomplete, garbled or delayed computer transmissions whether caused by the Station, users, by any equipment or programming utilized in promotions, games or

contests, or by human error which may occur in the processing of submissions, which may limit a participant's ability to participate.

- f. The Station reserves the right, in its sole discretion, to cancel or suspend a promotion, game or contest should a virus, bug, computer or other problem beyond the control of the Station corrupt the administration, security or proper execution of game or contest. The Station, in its sole discretion, may award prizes to entries received by alternate means. All Internet participants agree to be bound by the specific contest rules, and the General Contest Rules appearing above.
- g. To enter online, you must enter your first name and last name, complete address, city, state, zip code, home telephone number and a valid email address in the online entry form. One Internet entry per person and one Internet entry per email address. Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an Internet access provider, online service provider, or other organization that is responsible by assigning email addresses or the domain associated with the submitted email address.
- h. The Station, in its sole discretion, reserves the right to disqualify any person tampering with the entry process, the operation of the Station website or who is otherwise in violation of the rules. The Station further reserves the right to cancel, terminate or modify the contest if it is not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort.