

## **WKLB-FM Country 102.5 Fall Rush 2016 – Official Contest Rules**

NO PURCHASE OR OTHER CONSIDERATION IS NECESSARY TO PARTICIPATE IN THIS CONTEST; PURCHASE DOES NOT INCREASE CHANCES OF WINNING.

### **Contest Dates**

*Contest will run September 1, 2016 at 5:00 am (ET) through September 9, 2016 at 11:59 pm (ET) (the “contest period”).*

### **How to Enter or Participate for a Chance to Win**

During the contest period, visit one of the following locations during the stated hours to take a picture of yourself enjoying a Fall Rush moment:

UBurger-September 1, 2016- 636 Beacon Street, Boston MA (2pm-4pm)

UBurger-September 3, 2016- 1022 Commonwealth Ave, Boston MA (2pm-4pm)

UBurger- September 4, 2016- 636 Beacon Street, Boston MA (12n-2pm)

Boston Burger- September 6, 2016- Davis Square, Somerville MA (2pm-4pm)

Boston Burger- September 7, 2016 Davis Square, Somerville MA (12n-2pm)

All pictures must be taken using the Country 102.5 custom frame available at the location. Post the picture on Instagram with the hashtag #1025FallRushContest and you'll be automatically entered for a chance to win (subject to confirmation of eligibility). You must have an Instagram account in order to participate; sign up for free online at Instagram.com. Photo can be taken at any of the above Fall Rush locations. Photos must be posted by 11:59pm on September 9, 2016 to be eligible. By entering, you certify that you own the posted photo and you have all rights necessary to post the photo for contest and promotional purposes, including the permission of each individual and business that can be identified in the picture. Please do not include third-party trademarks, logos, artwork or any other intellectual property in your picture unless you have permission to do so. The use of any profanity, obscenity, or other content or image that is not suitable for public viewing will result in disqualification. WKLB-FM reserves the right to reject and remove any entry in its sole discretion. Limit one entry per person per location.

### **Winner Selection**

On or about September 10, 2016, WKLB-FM will conduct a random drawing from all eligible entries received to determine the winner. Initially-selected winner will be notified by direct message through Instagram, and must provide their full name, address, phone number and date of birth in order to be confirmed as the winner.

Winner selection is subject to confirmation of eligibility. Initially-selected winner must confirm acceptance of prize by September 20, 2016. Failure to do so may result in disqualification and selection of a new winner.

### **Prize**

One (1) Prize will be awarded, consisting of:

One (1) \$200 Visa® Gift Card. Terms and conditions may apply as stated on the card or accompanying paperwork.

Non-cash prizes are not redeemable for cash. WKLB-FM reserves the right, in its sole discretion, to substitute any prize with one of equal or greater value. Winner may not request prize substitution. Prize is non-transferable and may not be claimed or used by any person other than the winner. Winner must claim prize by completing all required paperwork in person at the WKLB-FM offices by October 10, 2016. Prize not claimed as stated above will be forfeited.

### **Eligibility**

All entrants must be at least 18 years or older and legal residents of the United States, living in MA, NH or RI. A winner will be disqualified if he/she or a member of his/her household has won a WKLB-FM contest with a prize

value over \$50.00 within the previous 60 days, or a Greater Media Boston (including WBOS, WBQT, WKLB-FM, WMJX, WROR) contest with a prize value of \$1000 or more within the previous 365 days. Employees (including their immediate families and members of the same household) of Greater Media Boston, its affiliates, promotion sponsors, advertising and promotional agencies who do business with WKLB-FM or any of the promotion sponsors, and other radio stations in the Boston metro survey area (as defined by Nielsen Audio) are not eligible to participate. The term "immediate family" includes spouses, siblings, parents and legal guardians, children and legal wards, grandparents, and grandchildren, including "in-laws." Void where prohibited.

### **Release**

By entering, all participants release and hold harmless the promotion sponsors, WKLB-FM, Charles River Broadcasting Company, Greater Boston Radio, Inc., and each of their respective parents, subsidiaries, affiliates, directors, officers, employees and agents (collectively, the "Released Parties") from any and all liability and any injuries, loss or damage of any kind arising from or in connection with this contest and any prize won. Winner will be required to sign a form releasing the Released Parties from all liability in connection with the contest and the award and use of the prize before claiming the prize.

### **Disclaimer**

The Released Parties undertake no liability or responsibility, and make no warranties, express or implied, with respect to the performance of the prize(s) awarded, for any failure to perform or negligent performance of any service provider, or for any other risk, incident or damage, direct or indirect, relating to or arising out of the contest, including (but not limited to) cancellations, postponements, delays or other scheduling changes; missed events or connections or inability of winner to attend; and accident, injury, death, damage or expense arising from or occurring during the use of the prize, or travel to/from or attendance at any event relating to the contest, by the winner and/or winner's guest(s). The Released Parties are not responsible for damage to a prize or loss of a prize or prize certificate after the prize has been claimed. Winner must inspect prize before leaving the station. The Released Parties are not responsible for technical, hardware or software failure or malfunctions, lost or unavailable network or other telecommunications connections, or lost, late, misdirected, damaged, illegible, inaccurate, incomplete, garbled, disconnected, or delayed contest entries or communications, whether caused by the sender or by any of the equipment or programming associated with or used in this contest, or by any human error which may occur in the execution of this contest. If, for any reason, the contest is not capable of being conducted as planned, including but not limited to infection by computer virus, bug, tampering, unauthorized intervention, fraud, technical failures, or other causes beyond the control of WBQT-FM, Station management reserves the right at its sole discretion to cancel, terminate, modify or suspend the contest and/or determine an alternate method of awarding the prize(s).

### **License**

Entry into any contest constitutes full permission for WKLB-FM and promotion sponsors/prize providers and their respective affiliates to broadcast and/or to photograph or publish the participant's name, voice, recorded comments, biographical information, face and likeness, in any medium, without compensation.

### **Taxes**

If required by applicable law, WKLB-FM will report the total value of the prize to the IRS and will furnish winner with a federal Form 1099. Winner may be required to provide his/her social security number to WKLB-FM for tax reporting purposes, and is solely responsible for payment of all taxes incurred as a result of the award of a prize.

### **General**

Failure to conform to all contest rules, or any fraud or other illegal or inappropriate conduct on the part of a contestant or on a contestant's behalf, will result in the contestant's disqualification and forfeiture of any prize won. WKLB-FM reserves the right to rule ineligible listeners who, in WKLB-FM's sole judgment, engage in abusive conduct with respect to any contest or promotion conducted by WKLB-FM or its affiliates. WKLB-FM reserves the right to cancel, suspend and/or modify this Contest and these Official Rules at any time, which changes will become effective upon announcement. By taking part in this contest, participants agree to be bound by these rules and all decisions of the judges, who are employees of WKLB-FM and whose decisions with respect to all aspects of the contest are final and binding. Copies of written contest rules and, where required by law, the list of winners are available during regular business hours at the WKLB-FM office, 55 Morrissey Blvd., Boston, MA 02125, for 60 days after the contest concludes.

As a condition to participating in this Contest, each entrant agrees that any and all disputes that cannot be resolved between the parties, and all causes of action arising out of or in connection with this Contest shall be resolved individually, without resort to any form of class action, exclusively before a court located in Boston, Massachusetts, having competent jurisdiction, which court shall apply the laws of the Commonwealth of Massachusetts, without regard to the conflicts of law principles thereof. The entrant and WKLB-FM hereby waive any and all right to trial by jury. If any provision of these Official Rules is declared or found by a court of competent jurisdiction to be illegal, unenforceable or void, then such provision will be null and void but each other provision hereof not so affected will be enforced to the full extent permitted by applicable law.

All federal, state and local laws and regulations apply.

**Sponsor:** Greater Boston Radio, Inc. d/b/a WKLB-FM, 55 Morrissey Blvd., Boston, MA 02125

*Neither Instagram nor VISA is a sponsor of or otherwise affiliated with this contest.*