

94.3 The Point: Ultimate Cruise Code 2023 Sweepstakes Rules (“Sweepstakes”)

94.3 The Point Ultimate Cruise Code 2023 Sweepstakes (the “Sweepstakes”) is sponsored by Townsquare Media Jersey Shore, LLC (hereinafter: the “Sweepstakes Organizers”). By participating in this Sweepstakes, you agree as follows:

1. Eligibility:

Sweepstakes is open to legal U.S. residents of the 94.3 The Point WJLK terrestrial listening area, as defined by Nielsen, and who are age 18 or older. Employees of Sweepstakes Organizers, their advertising or promotion agencies, those involved in the production, development, implementation or handling of the Sweepstakes, any agents acting for, or on behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, affiliates, licensees, service providers, prize suppliers any other person or entity associated with the Sweepstakes, and/or the immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee (collectively “Excluded Individuals”), are not eligible. All U.S., federal, state and local laws and regulations apply. Void in Quebec, Puerto Rico and where prohibited by law.

2. HOW TO PLAY/ENTER:

Beginning August 3, 2023 and continuing each weekday through August 31, 2023 (the “Entry Period”), WCHR will announce four (4) different codes at approximately 9:20 a.m., 12:20 p.m., 3:30 p.m. and 5:20 p.m. local time. When the code words are announced, listeners will be directed to go 1057TheHawk.com or the free 94.3 The Point app, available in the Apple App Store or Android Marketplace, and enter the code word for their chance to be one (1) of sixty-three (63) possible qualifiers. Upon entering the code word, listeners will also be asked to register their personal information (i.e., full name, email, phone number, date of birth).

To constitute a valid entry, the code word, including registration of the listener’s personal information, must be entered on 1057TheHawk.com or the free 94.3 The Point app by no later than 11:59 p.m. local time on the same day that corresponding code word was announced on air.

3. TERMS OF ENTRY:

Must be 18+ to enter. No purchase necessary. Completion of the above steps will enter you into a random drawing for your chance to win one of sixty-three (63) possible qualifiers, as defined by Section 5 below. Listeners may enter an unlimited amount of times per day during the Entry Period.

Sweepstakes Organizers are not responsible for incomplete, incoherent, lost, damaged, misdirected, or otherwise illegible submissions. Should a technical problem or other issue (such as, without limitation, computer error, human error, or transmitter difficulties) result in an incomplete registration or code word entry, the Sweepstakes Organizers will have the right to reject or disqualify such entry. Sweepstakes Organizers will not be responsible or liable for any technical problems or other issues.

Individuals or organizations using automated software systems, IP masking software or other electronic means to gain an advantage in the Sweepstakes will be automatically disqualified and all entries for the individual or organization will be deemed void. Irregularities in the entry process will be investigated by Sweepstakes Organizers and may result in disqualification. Any decision made by Sweepstakes Organizers as a result of any such investigation shall be final.

4. WINNER SELECTION

Standard Winner Selection.

On Tuesday September 5, following the conclusion of the Entry Period, Sweepstakes Organizers will randomly select a total of sixty-three (63) names from the collective pool of all eligible entries received via 1057TheHawk.com and the free 94.3 The Point app during the Entry Period (each a “Potential Winner”). Sweepstakes Organizers will then contact each Potential Winner via email (using the email they entered with their code word submission) to notify them that their name has been selected. Each Potential Qualifier will be asked to provide their full name, age, and mailing address, for verification purposes, within a

specified time period. If the Potential Qualifier responds and can verify their information, they will receive one (1) of thirty (63) spots in our grand prize drawing. If a Potential Qualifier does not respond within the timeframe stated in the notification email, their spot will be forfeited and Sweepstakes Organizers will select an alternate Potential Qualifier in his/her place at random from the remaining entries received during the Entry Period. If Sweepstakes Organizers select an individual's name more than once, only the first selection will be counted. In this scenario, Sweepstakes Organizers will select an alternative name at random from the remaining entries received until sixty-three (63) different names have been selected at random as Potential Winners. This process of random selection will continue until sixty-three (63) Potential Qualifiers have claimed their status as a "Qualifier" of the Sweepstakes. For purposes of these official rules, the sixty-three (63) Winners shall be referred to as the "Standard Qualifiers".

Grand Prize Winner Selection.

After all Sixty-three (63) Standard Qualifiers have been identified, they will be invited to the Sweepstake Grand Prize event taking place September 23, 2023 at TravelSmiths Inc, 1100 Route 88 in Point Pleasant. There, one (1) grand prize winner will be randomly selected out of all present qualifiers from WCHR-FM, WJLK-FM, and WOBM-FM. The Potential Grand Prize Winner will be selected out of all qualifiers on site at the Grand Prize event. Grand prize winner will have to provide his/her full name, age, and mailing address, for verification purposes. If the Potential Grand Prize Winner can verify his/her information with a valid photo ID, they will receive the Grand Prize, as defined below in Section 5, and be declared the "Grand Prize Winner" of the Sweepstakes. If the Potential Grand Prize Winner cannot verify his/her information the Grand Prize will be forfeited and Sweepstakes Organizers will select an alternate Potential Grand Prize Winner in his/her place, at random, from the remaining qualifiers on-site at the grand prize event.

5. PRIZE DESCRIPTION:

The Grand Prize Winner will win a trip for two (2) in a balcony state room, aboard one of Norwegian Cruise Line's ship. Grand prize excludes trips on the Pride of America and Norwegian Prima. Blackout dates may apply.

Total retail value of the prize is dependent on the selected trip but will not exceed \$1,398.

6. PRIZE TERMS:

The Grand Prize shall hereinafter be referred to collectively as a "Prize". The Grand Prize Winner shall hereinafter be referred to collectively as a "Winner".

Sweepstakes is limited to one (1) Grand Prize. Entrants are limited to one (1) Prize during the Sweepstakes. Prizes are limited to one (1) Prize per household during the Sweepstakes. Odds of winning depend on the number of entries received during the Entry Period. Entry/registration does not guarantee a prize.

All Prize claims are subject to verification of the entrant's eligibility and compliance with these Official Rules. If you are deemed a Winner, but found to be ineligible, you will be disqualified from the Sweepstakes and any Prize awarded to you will be forfeited.

Prize is not transferrable and may only be redeemed by the Winner. No cash or other substitution may be made.

A government issued photo ID will be required when claiming the Prize and each Winner must submit proof of eligibility as defined in Section 1 above.

In the Sweepstakes Organizer's discretion, Winners may be required to receive the Prize via mail or to receive the Prize via another method specified by the Sweepstakes Organizer.

BLACKOUT DATES/RESCRICTIONS

March 1 – April 17, 2023 (no booking), June 2 – September 1, 2023 (no booking), Sailings are not permitted to commence on any of the above dates. No sailings on Thanksgiving, Christmas, or New Year. Excludes Pride of America sailings. Excludes Prima/Viva Class sailings. 2024 March 1 – April 16 (no booking), May 31 – August 31, 2024 (no booking), Sailings are not permitted to commence on any of the above dates. No sailings on Thanksgiving, Christmas, or New Year. Excludes Pride of America sailings. Excludes Prima/Viva Class sailings.

7. TECHNICAL ISSUES:

Station(s) and Company will not be responsible or liable for any technical problems or other issues, including broadcast errors, submission errors, user or non-user related, with the free 94.3 The Point app.

8. GENERAL CONDITIONS:

The Sweepstakes Organizers may substitute prizes, amend the rules, or discontinue the Sweepstakes at any time. In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sweepstakes Organizers may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes at random from among the eligible entries received up to the time of the impairment. The Sweepstakes Organizer reserves the right in its sole discretion to disqualify any individual for any reason whatsoever, including but not limited to individuals it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sweepstakes Organizer reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sweepstakes Organizer's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In case of a dispute as to the owner of an entry, entry will be deemed to have been submitted by the authorized account holder of the screen name from which the entry is made. The authorized account holder is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

9. USE OF INFORMATION:

All entries become the property of 94.3 The Point and may be used for promotional purposes without compensation in perpetuity. By participating in the Sweepstakes, each entrant agrees that information submitted in connection with the Sweepstakes may be used for promotional and marketing purposes, including, without limitation, to provide information to the entrant about products, services, promotions, and other content, and in connection with the administration of the Sweepstakes.

10. RELEASE AND LIMITATIONS OF LIABILITY:

By participating in the Sweepstakes, each participant and Potential and/or Sweepstakes Winner (i) waives any and all claims of liability against Townsquare Media Jersey Shore, LLC (the "Company"), its parent, related, affiliated and subsidiary companies and the employees and agents of each (collectively, the "Company Released Parties"), the Sweepstakes' sponsors, and their parent, related, affiliated and subsidiary companies and their respective employees and agents (collectively, the "Sweepstakes Released Parties," together with the Company Released Parties, the "Released Parties"), for any loss, claim or cause of action or personal injury which may arise out of the conduct of, or participation in, the Sweepstakes, or from the use of any prize including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, software applications, mobile devices, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors of any kind in the promotion or administration of the Sweepstakes or the processing of entries; or (f) injury (up to and including death) or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use of any prize, including travel, and (ii) agrees to indemnify Released Parties from any and all liability resulting or arising from the Sweepstakes and does hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee,

express or implied, in fact or in law, relative to prize, including express warranties provided exclusively by prize supplier that are sent along with the prize. Each participant further agrees that in the event of any claim, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Each participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

11.CONDUCT AND DECISIONS:

By participating in the Sweepstakes, participants agree to be bound by the decisions of Company, which are final and binding. Persons who violate any rule, gain unfair advantage in participating in the Sweepstakes, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Sweepstakes and the Company's decisions concerning such disputes shall be final and binding. If the conduct or outcome of the Sweepstakes is affected by human error, any mechanical or technical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, or if for any other reason the Company determines that the Sweepstakes cannot be run as planned, the Company reserves the right to terminate the Sweepstakes, or make such other decisions regarding the outcome as the Company deems appropriate. The Company may waive any of these rules in its sole discretion. ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS SWEEPSTAKES, TELEPHONE SYSTEMS OR WEBSITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE COMPANY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPATION TO THE FULLEST EXTENT PERMITTED BY LAW.

12.DISPUTES:

By participating in the Sweepstakes, each participant and Potential and/or Sweepstakes Winner (collectively, an "entrant") agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sweepstakes Organizers in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of New York, without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New York.

13.TAXES:

Any valuation of the prize(s) stated above is based on available information provided to the Company, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes. The Company and Sponsor reserve the right to withhold and deduct taxes and charges from the prize if and to the extent required by law. Each winner must provide the Company with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Prizes are not transferable, redeemable for cash or exchangeable for any other prize. Any person winning over \$600 in prizes from the Stations 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.

14.SWEEPSTAKES RESULTS:

To request the name of the winners, send a separate, self-addressed stamped envelope to Townsquare Media, Inc., 1 Manhattanville Rd, Suite 202, Purchase, NY 10577, ATTN: 94.3 The Point Ultimate Cruise Code Contest". Requests must be received within thirty (30) days from the end date of the applicable Sweepstakes.

15.UPLOADING MEDIA:

If the Sweepstakes includes uploading media – including but not limited to pictures, videos, or audio – entrant gives Townsquare Media, Inc., unconditional license to use such pictures, video or audio without limitation.