

## Wendy's Breakfast Bash Giveaway – Official Sweepstakes Rules

Sweepstakes Name: "Wendy's Breakfast Bash Giveaway" ("Sweepstakes")

Sweepstakes Entry Period: Wednesday, May 1 - Sunday, May 26, 2024

Station(s): WJBQ (the "Station")

Station Address: One City Center, Portland, Maine 04101

Station Telephone: 207-774-6364

Townsquare Media Portland, LLC, its parent company, and affiliated companies (together, the "Company" or "Contest Organizer"), will conduct the Sweepstakes substantially as described in these rules, and by participating, each participant agrees as follows:

The Company may conduct the Sweepstakes concurrently and simultaneously on several participating stations owned and or operated by the Company and/or owned and operated by other companies, and in various states, and the Company may add or remove participating stations or change call letters of any participating station at any time during the Sweepstakes as announced on the affected station. For a current list of participating stations, send a request with a self-addressed, stamped envelope to: "Wendy's Breakfast Bash" SWEEPSTAKES, TOWNSQUARE MEDIA PORTLAND, LLC, One City Center, Portland, ME, 04101

### 1. Eligibility.

The sweepstakes is open to legal residents of Maine who are at least 21 years old as of the date of entry. Employees of Contest Organizers, its affiliated radio stations and their respective affiliated and subsidiary companies, partners and members of the immediate families or households of such employees ("Excluded Individuals") are not eligible. Additionally, immediate family members of the Excluded Individuals are not eligible to participate in the Contest. For the purpose of these Contest Rules, "immediate family" includes: father, mother, brothers, sisters, children, legal or common-law spouse and individuals with whom such employees, agents and representatives reside. Void where prohibited.

### 2. How to Enter:

Beginning Wednesday, May 1, 2024, and continuing each day through Sunday, May 26, 2024 (the "Entry Period"), listeners will be directed to go to the station's mobile app, available in the Apple App Store or Android Marketplace, to submit their entry into the Sweepstakes, which will include registration of his/her full name, a valid email address, phone number(s) (including area code(s)), and the name and address of the entrant's place of work, for their chance to win one of four (4) identical Grand Prizes, as described in Section 5 below. Maximum of one (1) entry per person, with valid email address. Any entry submitted with an invalid email address will be disqualified.

### 3. Terms of Entry:

No purchase necessary. Completion of the above steps will enter you into a random drawing for your chance to win one (1) of four (4) identical Grand Prizes, as defined by Section 5 below. Odds of winning depend on the number of entries received. The use of any agencies or automated software to submit entries will void all entries submitted by that person. Entry/registration does not guarantee a prize.

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

### 4. Winner Selection:

There are four (4) identical Grand Prizes to be awarded, as described below in Section 5. On or about Wednesday May 8, 2024, Contest Organizer will randomly select the first Grand Prize winner from the collective pool of all eligible Contest Entries received during the Sweepstakes' Entry Period. Grand Prize Winner will be notified by phone or email that they have been randomly selected as the first Grand Prize Winner of this Contest. If chosen as a Grand Prize Winner, entrant must return the station's call or email within 48 hours or risk forfeiture of the Grand Prize. If station is unable to connect with Grand Prize winner within 48 hours, Company reserves the right to choose an alternative Grand Prize Winner. In this event, the alternative Grand Prize Winner will also be selected at random from the collective pool of all remaining and valid Grand Prize Entries. This process will be repeated on May 15 (second Grand Prize Winner), May 22 (third Grand Prize Winner), and May 29, 2024 (fourth and final Grand Prize Winner), for a total of four (4) Grand Prize winners. Grand Prizes may only be awarded to a single office location one (1) time during the Contest. In the event two or more colleagues enter the Contest and are selected for more than one Grand Prize (i.e., selected for the first Grand Prize on May 8th and the third Grand Prize on May 22nd), then only one (1) Grand Prize will be awarded to that office location. In this scenario, Contest Organizer will randomly select an alternative winner, at random, from the remaining pool of valid Grand Prize Entries.

### 5. Prize Description:

Each of the four Grand Prize Winners will receive a one (1) hour office invasion by the Station, which will include an appearance by an on-air personality, a promo team with station swag, and a visit from Wendy's representatives to deliver Wendy's breakfast food for up twenty (25) people (collectively, a "Grand Prize").

**Approximate total retail value of each Grand Prize is \$250. Approximate total retail value of the four (4) Grand Prizes, collectively, is \$1,000.**

### 6. Prize Terms:

Only four (4) Grand Prize Winners will be selected and only four (4) Grand Prizes will be awarded during the Sweepstakes. For purposes of these Contest Rules, the term Grand Prize may also be referred to as the "Prize" or "Prizes." The term Grand Prize Winner may also be referred to as a "Winner" or "Contest Winner." All Grand Prize claims are subject to verification

of the entrant's eligibility and compliance with the Official Rules. If you are deemed a Grand Prize Winner, but found to be ineligible, you will be disqualified from the Sweepstakes and any Grand Prize awarded to you will be forfeited. Only one (1) Grand Prize will be awarded per office location (i.e., colleagues from the same office cannot win more than once for their office location). Prizes, in general, are limited to one (1) Grand Prize per person and household during a Contest, and for this particular contest, per office location. A winning office location may not transfer their Grand Prize to an alternative branch or office location within their Company.

**Grand Prize is not transferable or exchangeable for any other prize or equivalent prize.**

**Grand Prize may not be sold.** Grand Prize is subject to availability and other Sweepstakes rules. Multiple entries will not increase your chance of winning. Unless otherwise noted in these official Sweepstakes rules, multiple entries will not be accepted. Odds of winning a prize depend on the number of eligible contest entries with respect to the applicable drawing.

#### 7. Technical Issues

Should a technical problem or other issue (such as, without limitation, computer error, human error, or transmitter difficulties) result in an incomplete Contest Entry, Contest Organizers will have the right to reject or disqualify such entry. Contest Organizers will not be responsible or liable for any technical problems or other issues.

#### 8. Conditions and Limitations

The below conditions apply to any and all contests or sweepstakes hosted or sponsored by the Company, including this Sweepstakes.

Company reserves the right to refuse to award a prize to a selected winner in the event of noncompliance with these rules. All winners are subject to a verification process to include winner's name, address, home phone number, work/cell phone number, and social security number. If a winner is disqualified, Company reserves the right to determine an alternate winner in its sole discretion. Only one (1) prize can be claimed per household for the duration of the Sweepstakes. **Winners are eligible to win only once per twelve (12) month period in any Townsquare Media Inc. nationwide and/or group contest or sweepstakes.** Employees of the Company, the Sweepstake's participating sponsors and their advertising agencies, employees of other radio or television stations, and members of the immediate family of any such persons are not eligible to participate and win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as in-laws or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

#### 9. Disclaimer

The Company is not responsible for, and disclaims all liability for, any inability of a participant to complete an entry due to equipment malfunction, internet connection issues, inadvertent disconnections, acts beyond the Company's control, or any other error, failure, or defect of any kind. The Company disclaims all liability for any delays, mis-delivery, loss, or failure in the

delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Entries must be made as detailed herein. No photocopies or mechanical reproductions of entry forms are permitted. The Company is not responsible for human, mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Sweepstakes, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes.

#### 10. Publicity; Use of Personal Information

By participating, all participants and winners grant the Company permission to use their names, characters, photographs, voices (including participants entry audio submission), and likenesses in connection with promotion of this and other sweepstakes, participating station(s) and participating sponsor(s), and waive any claims to royalty, right, or remuneration for such use. By participating in the Sweepstakes, participants agree that the Company may disclose personal information obtained from participants in the Sweepstakes to third parties and use such information for marketing and other purposes on a worldwide basis in perpetuity.

#### 11. Release and Indemnity

By participating in the Sweepstakes, each participant and winner (i) waives any and all claims of liability against the Company, its parent, related, affiliated and subsidiary companies and the employees and agents of each (collectively, the "Company Released Parties"), the Sweepstake's sponsors, and their parent, related, affiliated and subsidiary companies and their respective employees and agents (collectively, the "Sponsor 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.

## 12. 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. Company reserves 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 a single or collective prize(s) 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.

## 13. 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.

## 14. Miscellaneous

Each winner must submit proof of eligibility and sign the Company's release form to claim the prize. No purchase necessary to participate or win. Void where prohibited. The Company may substitute prizes, amend the rules or discontinue the Sweepstakes at any time. The Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Sweepstakes. Written copies of these rules are available during normal business hours at the business offices of the Stations and by mail upon written request with a stamped, self-addressed envelope. All entries become the property of the Company and will not be returned. To be removed from our direct mail, email, or fax lists, visit the main office of the Station during regular business hours, or send a self-addressed, stamped envelope with sweepstakes name to

Townsquare Media, 1 Manhattanville Rd, Suite 202, Purchase, NY 10577. To request the name of the winners, send a separate, self-addressed stamped envelope with sweepstakes name to Townsquare Media, 1 Manhattanville Rd, Suite 202, Purchase, NY 10577. Requests for a winners list must be received within sixty (60) days of the end of the Sweepstakes dates first listed above.

#### 15. Compliance with Law

The conduct of the Sweepstakes is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein.

#### 16. Participating Radio Stations

The Company may conduct the Sweepstakes concurrently and simultaneously on several participating stations owned and/ or operated by the Company and/or owned and operated by other companies, and in various states, and the Company may add or remove participating stations or change call letters of any participating station at any time during the Sweepstakes as announced on the affected station. Station participation in this sweepstakes during the sweepstakes dates may vary from day to day. Each station will announce participation. Stations participating in this sweepstakes may include all or some stations owned or operated by Townsquare Media, Inc. and/or other stations owned and/or operated by other companies.