

## **FISH HOOKS SNOWBLOWER GIVEAWAY**

### **Official Contest Rules**

A complete copy of these rules can be obtained at the offices of radio Station The Shark (“Station”), owned and operated by Townsquare Media, 292 Middle Road, Dover, NH 03820, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to PO Box 576, Dover, NH 03821-0576.

The Station will conduct the Fish Hooks Snowblower Giveaway (the “Contest”) substantially as described in these rules, and by participating, each participant agrees as follows:

1. No purchase is necessary. Void where prohibited. All federal, state, and local regulations apply.
2. Only legal U.S. residents age 18 or older with a valid Social Security number, and a valid driver’s license, at the time of entry are eligible to participate in the Contest. Employees, agents, representatives, or affiliates of the Station, Townsquare Media Group, its subsidiaries and affiliates, participating sponsors, other radio Station, television Station and print advertising companies serving the metro area, and their immediate family members and household members are not eligible to participate. The term “immediate family members” includes spouses, parents, siblings, grandparents, children, grandchildren and cohabiting significant others.
3. An individual may win an on-going contest only once per thirty (30) day period unless otherwise specifically stated. An individual may win other seasonal or one-time contests only once for the duration of the contest. The Station reserve the right to limit the number of times an individual may enter a contest or drawing.
4. The contest will begin on November 7, 2016 and will run through November 21, 2016 (the “Contest Period”).
5. There are two (2) ways to enter this Contest:
  - (i) Listeners can qualify on-air by participating in ‘Fish Hooks’ weekdays during Afternoons with Fish. ‘Fish Hooks’ airs at 3:25pm Monday through Friday and consists of three songs played consecutively that all have a common theme. At the start of the 3<sup>rd</sup> song, and beginning with caller #5, the first listener who can correctly identify the common theme of the three songs will be qualified for a chance to win. A total of eleven (11) qualifiers, one per day, will be taken during the contest period. The Shark is not responsible for telephone service outages, delays, busy signals, equipment malfunctions and any other technological difficulties. Only one entry per person per household will be allowed to participate in the Contest. Decisions of station management are final.
  - (ii) Listeners may also enter online at [shark1053.com](http://shark1053.com) by signing up for free the Shark’s VIP Club. Once a member, listeners can login to their account and enter through the contest page. Listeners can earn multiple entries by getting “social” with the station. Subscribing to the Shark’s newsletter, visiting the Shark’s Facebook page, following the Shark on Twitter, and subscribing to the Shark’s YouTube channel are all considered entries. At the end of the contest period five (5) qualifiers will be chosen at random from all eligible online entries. Station is not

responsible for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of photos, posts, uploads, entries, mail, emails, the announcement of the prize or in any Contest-related materials.

6. On Tuesday, November 22 one (1) winner will be chosen from all eligible qualifiers and announced during Afternoons with Fish. If it is determined that the candidate is not eligible to receive the grand prize, in the Station's sole judgment and discretion, another candidate will be randomly selected for eligibility consultation and this process will continue on until such time as an eligible candidate is found.

7. One (1) grand prize will be awarded. The grand prize is a Husqvarna ST 224P Snow Blower valued at \$899.95. All other expenses associated with the grand prize, including but not limited to taxes, and extra fees are the sole responsibility of the winner. Total grand prize package is valued at approximately \$899.95.

8. Odds of winning depend on a number of factors including the number of eligible entries received and listeners participating at the time of the giveaway.

9. All State, Local, Federal and or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded become the sole responsibility of the winner. Townsquare Media Group will issue an IRS Form 1099 to the grand prize winner to report their winnings.

10. All prizes are awarded "as is." Prize is nontransferable and cannot be exchanged. No other substitute prize will be awarded to a winner who declines to accept a prize as described herein. The Station shall not be responsible for the failure of participating sponsors to deliver the prizes or any part thereof as described herein.

11. All prizes must be claimed in person at the Station at the address identified above during regular business hours and within forty-five (45) business days of winning, excluding holidays, unless otherwise agreed to by the Station at its sole discretion. After such time, ownership of said prize reverts back to the Station to be disposed of at its discretion. The winner then loses all claims and rights to said prize. Proper identification must be presented by any winner to claim prize. As a condition to receiving any prize, each potential winner must complete and sign a Winner's Affidavit and Release, releasing the Station from all liability in connection with winner's participation in the contest and acceptance, use, or non-use of the contest prize.

12. All entrants, qualifiers, and winners agree that the Station shall have no liability for any injury, misfortune, or damage to either persons or property incurred by entering, participating in, winning or losing any contest and/or by the acceptance, use, or non-use of any prize received in connection with this contest. The Station is not responsible for typographical or other errors in the printing, offering or the administration of the Contest or in the announcement of a prize.

13. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained on or within, shall become the sole property of the Station to be used, disposed of or destroyed in its sole discretion. The Station are not responsible for any incorrect or inaccurate information entered by website users, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Station' website.

14. All entrants and winners agree to give the Station, and its licensees, affiliates, successors, and assigns the irrevocable and unrestricted right to use, re-use, broadcast, or publish their name, city of residence, photo, video tape, film or any other likeness, including portraits and pictures, in whole or in part, as part of a composite, retouched or distorted in character or form, and winner's voice, recorded or live, for any reason the Station deem necessary without compensation, unless prohibited by law. All entrants, qualifiers, and winners release, discharge, and agree to hold the Station harmless from any and all claims they may have against them in connection with the taking, production, or the use of winners' name, city of residence, any photo, video tape, film or any other likeness, including portraits and pictures, in whole or in part, as part of a composite, retouched, or distorted in character or form and without restrictions as to any changes, transformations or alterations, and including winners' voices, recorded or live. All winners further acknowledge that the Station own or will own exclusively any photographs of such winners used for such purposes, including the copyrights in them, regardless of the form in which they have been or may be produced and used, and all winners assign all such ownership rights to the Station.

15. By participating in the Contest, participants agree to be bound by the decisions of Station personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Station will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Station' decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Station, the Station reserves the right to terminate this Contest, or make such other decisions regarding the administration or outcome as the Station deem appropriate. All decisions will be made by the Station and are final. The Station may waive any of these rules in its sole discretion. ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, STATION RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

16. By participating in this contest, each participant agrees to waive any and all claims for damages for death, personal injury, loss of property or property damage that he or she may sustain as a result of his or her participation in the Contest and/or the use of any prize, and any damages or losses arising from the implementation or carrying out of the Contest or any participant's failure to win the Contest or receive the prize, and to release the Station, Townsquare Media Group, and its subsidiaries, affiliates, directors, officers, employees, agents, and all Contest sponsors from any and all liability arising out of or connected in any way with his

or her participation in the Contest, even though that liability may arise out of an intentional act, omission, negligence or carelessness on the part of the persons or entities mentioned above.

17. The Station reserve the right to make changes in the rules of the Contest, including substitution of a prize of equivalent or greater value, which will become effective upon the announcement of such changes by the Station.

18. The Station is not responsible for providing handicap accessibility for winners at any venue or location for which the Station are promotionally involved with.

19. Contest may be suspended due to war, national emergency, or any other extraordinary circumstances including extreme and dangerous weather conditions.