

WXNR
GENERAL CONTEST RULES

These rules apply to all contests conducted by **Beasley FM Acquisition Corp.** d/b/a **WXNR** ("Station"), unless otherwise set forth in specific contest rules for a particular contest. In certain cases, particular contests may have their own specific rules which will be set forth in contest rules for that particular contest and will be available at the Station studio and on the Station's website.

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 Eastern North Carolina. 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 Eastern North Carolina service area and the members of their immediate families are ineligible to participate or win.
- c. Listeners are eligible to win a Station contest only once every thirty (30) days and a prize valued at \$600 or more, only once every six months on any Beasley station. Only one winner per household is permitted in any contest.

2. PRIZES

- a. Unless otherwise specified, all prizes or prize certificates must be claimed at the office of the Station located at 207 Glenburnie Drive, New Bern, NC 28560, Monday-Friday, during regular business hours. Prize or prize certificate must be claimed within 45 days of winning. Failure to claim prize by the specified time will result in forfeiture of the prize.
- b. 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.
- c. In the event that a prize or prize certificate is mailed to the winner, it will be with the prior 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.
- d. Prizes are not transferable. Prizes may not be substituted for or redeemed for cash.

3. MISCELLANEOUS

- 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 207 Glenburnie Dr,

New Bern, NC 28560 or by sending a self-addressed, stamped envelope to Station.