

**THE FOLLOWING GENERAL RULES APPLY TO ALL NEW RIVER RADIO GROUP BROADCASTING CONTESTS:**

**NEW RIVER RADIO GROUP GENERAL CONTEST RULES**

1. Must be 18 years old or older to win and a legal U.S. and Virginia resident.
2. Employees of WPSK or its parent company New River Radio Group, as well as employees of other radio stations in WPSK's market, and their respective immediate families, affiliates, and clients, are ineligible to win. The term "immediate family" includes spouses, siblings, parents and legal guardians, children and legal wards, grandparents, and grandchildren, including "in-laws."
3. All prizes must be picked up within 30 days from New River Radio Group during business hours, Monday-Friday, 8:30 am - 5:30 pm. Prizes will be forfeited or reassigned if not claimed within 30 days from date of winning.
4. To claim prize, winner must provide valid, government-issued photo identification, satisfactory to WPSK/New River Radio Group in its sole discretion.
5. In the event of a tie, the winner will be determined by random drawing or another means deemed appropriate by WPSK.
6. All prizes are awarded "as is." No change or conversion of prize for cash will be permitted. Other than cash prizes, prizes have no cash value and may not be substituted or transferred by winner. WPSK reserves the right to substitute a prize of equal or greater value if the scheduled prize becomes unavailable.
7. Date and time of promotion can change at any time due to the discretion of the general manager and/or promotions department.
8. All decisions by WPSK management are final.
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. All those who win a prize or prizes valued at over \$600.00 will be issued an IRS form 1099 to report their winnings. Winners may be required to provide their social security number to WPSK for tax reporting purposes, and are solely responsible for payment of all taxes incurred as a result of the award of a prize.
10. If a winner requests for prize to be mailed, the station does not maintain liability for damaged or lost prizes.
11. By entering a contest, all participants agree to release, discharge and hold harmless the WPSK, New River Radio Group, and each of their respective parents, subsidiaries, affiliates, directors, officers, employees and agents (collectively, the "Released Parties") from any and all claims, liability, and any injuries, loss or damage of any kind arising from or in connection with the contest and any prize won.
12. 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).

13. 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. Winners must inspect their prizes before leaving the station.
14. The Released Parties are not responsible for technical, hardware or software failure or malfunctions related in any manner to the contest, lost or unavailable network or other telecommunications connections related in any manner to the contest, or lost, late, misdirected, damaged, illegible, inaccurate, incomplete, garbled, disconnected, or delayed contest entries or communications, whether caused by the sender or any third-party or by any of the equipment, programming, hardware, software, or technology associated with or used in the contest, or by any human error which may occur in the execution of the contest.
15. 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, hardware or software failure or malfunction, acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or other causes beyond the control of [STATION], the station management reserves the right in its sole discretion to cancel, terminate, modify or suspend the contest and/or determine an alternate method of awarding the prize(s).
16. Entry into any contest constitutes full, exclusive permission for [STATION]/Monticello Media and/or prize providers and sponsors and their respective affiliates to broadcast and/or to photograph or publish the participant's name, voice, recorded comments, biographical information, face and likeness for promotional purposes, in any medium, without compensation.
17. Violations of any of these rules or attempts to win any contest by fraud, deception, or cheating, as determined by the station in its sole discretion, shall be grounds for [STATION] to disqualify that individual from participating in all current and future contests as well as forfeiture of any prizes won by fraud, deception, or cheating, as determined by the station in its sole discretion.
18. Any attempt by an entrant or other party to tamper with the proper administration of the contest will disqualify the entrant and may result in civil or criminal action against the entrant or other party and may result in the discontinuation, suspension, or cancellation of the contest.
19. In a contest involving members of the general public casting votes as part of the winner selection process, the station reserves the right to identify voting anomalies and irregularities and, in its sole discretion, to take no action or to take action such as but not limited to disqualifying, or reducing the number of votes for, any entry affected by such anomaly or irregularity.
20. Contestants can only win a prize in a [STATION] contest once every 30 days.
21. Failure to conform to all contest rules, or any fraud, deception, or other illegal or inappropriate conduct on the part of a contestant or on a contestant's behalf, as determined in the station's sole discretion, will result in the contestant's disqualification and forfeiture of any prize won. [STATION] reserves the right to rule ineligible listeners who, in [STATION]'s sole judgment, engage in abusive conduct with respect to any contest or promotion conducted by [STATION] or its affiliates. [STATION] reserves the right to cancel, suspend and/or modify the contest and the contest rules at any time, which changes will become effective upon announcement. By taking part in the contest, participants agree to be bound by these rules and all decisions of the judges, who are employees of

- [STATION] and whose decisions with respect to all aspects of the contest are final and binding.
22. Requests for lists of contest winners must be mailed to [STATION] and received by [STATION] within 60 days of the end of the contest, with a self-addressed stamped envelope.
  23. All Federal, State and Local laws and regulations apply.
  24. In the event these general rules conflict with the rules specific to a contest, the rules specific to a contest shall govern.
  25. EXCEPT WHERE PROHIBITED, ENTRANTS/PARTICIPANTS/CONTESTANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST OR PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT/PARTICIPANT/CONTESTANT WITH REGARD TO THE CONTEST, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. All issues and questions concerning the construction, validity, interpretation and enforceability of the contest rules, or the rights and obligations of entrants/participants/contestants in connection with the contest, will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules or provisions (whether of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Virginia. The state and federal courts located in Albemarle County, Virginia, will be the exclusive forum for any dispute relating to the contest rules and/or the contest. All entrants, participants, and contestants agree, by their participation in the contest, to submit to the personal jurisdiction of the state and federal courts in Albemarle County, Virginia, and waive the right to contest jurisdiction.
  26. If any provision(s) of the contest rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**Monticello Media, 481 Hillsdale Drive - Charlottesville, VA**

**For questions, contact 434.978.4408.**