

## Live in the Vineyard 2017

### OFFICIAL RULES

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.***

#### 1. HOW TO ENTER

- a. These rules govern the Live in the Vineyard 2017 promotion (the "Promotion"), which is being conducted by WBZZ (the "Station"). The Promotion begins on Monday, September 11, 2017 and ends on Friday, September 22, 2017 (the "Promotion Dates").
- b. To participate in the Promotion, listen to the Station weekdays starting on Monday, September 11, 2017 at 6:00am Eastern Time ("ET") and ending on Friday, September 22, 2017 at 5:00pm ET on-air for the cue to call. Upon hearing the cue to call, be the tenth (10) caller to get through to the Station contest line at 412-922-1007 to be qualified for a chance to win the grand prize. At the time of their call, callers will be required to provide all information requested including their full name, complete address (including zip code), day and evening phone numbers and date of birth in order to be eligible to win. In the event that the selected caller is disconnected or is found to be ineligible, the next eligible caller that successfully makes it through on the call-in line and completes their call will be a qualifier. There is no limit to the number of times a listener may attempt to call in to qualify, but a listener may be a qualifier only once.
- c. Then on Monday, September 25 at 8:05AM ET, qualifiers must listen to the Station for a randomly selected qualifier's first and last name to be announced. Once the qualifier name is announced, that qualifier will have (2) minutes from the time the name is announced on-air to call the Station contest line at 412-922-1007. The qualifier must verify their name, address, and phone number with the Station. If the selected qualifier calls back within the two (2) minute timeframe, as determined by the Station in its sole and absolute discretion, then that qualifier will win the grand prize and the Promotion will end. If the qualifier does not call back within two (2) minutes of their name being announced on-air, another name will be announced on-air. The qualifier who chose that seat number will have two (2) minutes from the time the seat number is announced on-air to call the Station back. This will continue until a qualifier calls the Station back within the two (2) minute timeframe and verifies his/her information. At the time of their call, potential winners will be required to give their name, address, and date of birth to confirm eligibility.
- d. Only one (1) qualifier per household will be permitted to participate in the Promotion. There will be up to a total of one hundred twenty (120) qualifiers selected on-air and one (1) grand prize winner.
- e. Due to delays in the online streaming of the Station's broadcast signal, listeners to the online stream may not be able to participate in or may be disadvantaged in

participating in on-air contests. Entrants are encouraged to listen to the Station on-air. The Station is not responsible for online streaming delays.

## 2. ELIGIBILITY RESTRICTIONS

a. The Promotion is open to all persons who are 21 years of age or older and who reside in the Pittsburgh metropolitan area (Allegheny, Fayette, Westmoreland, Washington, Butler or Beaver counties). Employees of the Station, the Station's licensee (collectively, "Promotion Entities"), their respective parent, subsidiary and affiliated entities, Station's advertising and promotional agencies and participating sponsors, other radio stations in the Pittsburgh metropolitan area, the members of their immediate families (spouse, parent, sibling or child) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Entrants are responsible for complying with these Official Rules.

b. Listeners are eligible to win a prize valued over \$50 (or ticket prize valued over \$100 per ticket) in a Promotion conducted by the Station only once every thirty (30) days and only once every six (6) months if the prize is valued over \$600. Only one (1) winner per household is permitted in any Station promotion.

c. The winner must provide valid government-issued photo identification and provide their complete address, date of birth and phone number to claim a prize.

d. Entrants 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 entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

## 3. PRIZES

a. Up to one (1) Grand Prize will be awarded in this Promotion. The Grand Prize is a trip for two (2) people (Grand Prize winner and one (1) guest, 21 years of age or older). The trip includes:

- (i) Three (3) night hotel accommodations (one (1) standard room, double-occupancy) at Napa River Inn located at 500 Main Street, Napa CA 94559 checking in on November 4, 2017 and checking out on November 7, 2017;
- (ii) Admission for two (2) to the Welcome Cocktail Reception and Wine Tasting at the Westin Verasa Napa located at 1314 McKinstry Street, Napa, CA 94559 on November 5, 2017 at 4:00pm PT until 6:00 pm PT
- (iii) Roundtrip ground transportation between the Napa River Inn and the Westin Verasa Napa
- (iv) Admission for two (2) to the Main Acoustic Concert at the Uptown Theater located at 1350 3<sup>rd</sup> Street, Napa, CA 94559 November 5 and 6, 2017;
- (v) Two (2) special winner gift bags with promotion items;

- (vi) Admission for two (2) to a private tour and tasting with transportation from Napa River Inn on November 6, 2017;
- (vii) Admission for two (2) to a private brunch and acoustic performance with transportation from Napa River Inn on November 7, 2017;
- (viii) Air Travel Restrictions: Air travel is subject to Southwest Airlines terms and conditions; certain restrictions may apply. Round trip travel for two (2) on Southwest Airlines will be awarded in the form of four (4) Southwest flight e-passes. Each Southwest flight e-pass is valid for one-way travel on Southwest Airlines-operated, published, scheduled service in the United States and Puerto Rico. The Southwest flight e-pass will bear the date of issue and the date of expiration. Expiration dates will not be extended, and travel must be completed on or before the expiration date. The Southwest flight e-pass is not valid on interline or codeshare service. The Southwest flight e-pass is non-refundable and is not redeemable for cash or credit. The Southwest flight e-pass will not be replaced for any reason, including, without limitation, if lost, stolen, or fraudulently used. The Southwest flight e-pass is non-transferrable and cannot be sold to a third party. Sale, auction, or re-tendering of the Southwest flight e-pass for money or otherwise is strictly prohibited. The Southwest flight e-pass may not be used for promotional purposes unless previously approved by Southwest Airlines. Any suspected fraud, misrepresentation, misuse, abuse or violation of the Southwest flight e-pass rules and regulations may result in cancellation of the Southwest flight e-pass(es). Southwest flight e-pass holders are required to be nineteen (19) years of age or older and a legal U.S. resident. However, the recipient of a Southwest flight e-pass may arrange travel for another person if done without selling or bartering a Southwest flight e-pass. Air transportation by Southwest Airlines is subject to Southwest Airlines' Passenger Contract of Carriage set out at [www.southwest.com/contractofcarriage](http://www.southwest.com/contractofcarriage). If the winner does not live in a city served by Southwest Airlines, he/she is responsible for transportation to and from the nearest airport served by Southwest Airlines. Winner is responsible for booking all travel and paying all applicable international taxes and fees. Travel is based on seat availability. Seats on any desired flight are not guaranteed. Winner and guest(s) must travel on the same itinerary and are responsible for obtaining all required travel documents. Winner and guest must have valid government-issued photo identification at the time of travel. If the travel guest is a minor, winner must be his/her parent/guardian, or be accompanied by his/her parent/guardian.

The Approximate Retail Value ("ARV") of the Grand Prize is \$3,000.00. Any costs associated with the Grand Prize(s) receipt and/or use that are not expressly stated above are not included in the Grand Prize and are the responsibility solely of the Grand Prize winner and/or guest. All elements of the Grand Prize trip must be completed by to March 30, 2015. Actual value may vary based on point of departure and dates of travel. Any difference between stated value and actual value will not be awarded. Certain travel restrictions may apply. Grand Prize winner's guest must be 21 years of age or older. Travel arrangements must be made through the Station or

its designee. Any vouchers/certificates/tickets will be subject to the terms and conditions as set forth by the issuer of the vouchers/certificate/tickets. Vouchers/certificates/tickets are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will vouchers/certificates/tickets be replaced if lost or stolen. Vouchers/certificates/tickets valid only on the date(s) printed on the vouchers/certificates/tickets. Vouchers/certificates/tickets may not be sold to a third party. The Grand Prize winner will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the Grand Prize(s). The Grand Prize(s) is awarded as is. If the Grand Prize winner cannot travel on date(s) specified by Live In The Vineyard, the Grand Prize winner may be disqualified, and an alternate winner(s) may be selected (time permitting) at the Station's sole discretion. All other costs not specifically stated herein, including but not limited to those of, taxes, meals, incidentals, telephone calls, ground transportation not specifically referenced as being a part of the Grand Prize, tips and ground transportation to/from the airport and/or to/from the hotel, and all other personal costs and expenses not specified herein but relating to the use or acceptance of the Grand Prize, are the responsibility of the Grand Prize winner and/or guest. Live In The Vineyard will determine itinerary and airline, if applicable, in its sole discretion. The Grand Prize winner and guest must travel on the same itinerary and are responsible for obtaining all required travel documents, including, without limitation, passports for international travel. Airline and hotel regulations and conditions apply. The Grand Prize winner may be required to present a valid credit card upon hotel check in to cover any incidental expenses incurred during the Grand Prize winner's stay. The Grand Prize winner and guest must sign a Publicity, Liability Waiver and Travel Release form prior to traveling. If a prize-related event or travel is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the Promotion Entities, their sole responsibility to the Grand Prize winner will be to award the remaining available elements of the Grand Prize(s) and no substitution or compensation will be provided for the unawarded elements of the Grand Prize(s). No refund or compensation will be made in the event of the cancellation or delay of any flight. The Station and/or Live In The Vineyard, in their sole discretion, reserve the right to deny entry to or to remove the Grand Prize winner and/or guest if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at any prize-related event.

b. No more than the stated number of prizes specified in these official rules will be awarded. All prizes or prize certificates may be claimed at the office of the Station at the address below during regular business hours. The winner will forfeit any prize or prize certificate not claimed within thirty (10) days of winning. In the event that a prize or prize certificate is mailed or shipped to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize or prize certificate.

c. The Prize(s) is not transferable, and no substitution, assignment, or cash equivalent of prize is permitted, except by the Station (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Entrants acknowledge that the Promotion Entities have not made, nor are in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties expressed or implied, in fact or in law, whether now or hereafter enacted concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition, or fitness for a particular purpose, except for any express manufacturer's warranty as may be included with the prize or as may be separately provided to participants by law. Other restrictions may apply.

#### 4. POTENTIAL WINNER SELECTION AND NOTIFICATION

a. Decisions of the Station management with respect to the Promotion are final.

b. Up to one hundred twenty (120) qualifiers will be selected on-air as described in Section 1 of these Official Rules. One (1) Grand Prize winner will be selected on-air on Friday, September 22, 2017 as described in Section 1 of these Official Rules.

c. The odds of being a qualifier depend on the number and order of phone calls received. The odds of a qualifier winning the grand prize are up to 1 in 120.

d. The qualifiers must listen to the Station to qualify but does not need to be present to win. The qualifiers must listen to the Station to win and do not need to be present to win.

e. Potential qualifiers and winner will be notified by at the time of their qualifying and winning calls. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. The winner (or their parent or legal guardian if under the age of majority) must execute and return any required affidavit of eligibility and/or liability/publicity release within ten (10) days of winning or prize will be forfeited and an alternate winner will not be selected from among the qualifiers. If a potential winner cannot be contacted, fails to sign and return the required fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize.

#### 5. CONDITIONS

a. Payments of all federal, state and local taxes are solely the responsibility of the winner. The winner may be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize and will be required to complete and submit an IRS form w-9 with the winner's full social security

number or the equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by the station (or any other CBS radio station in station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize. Such winnings of \$600 or more will be reported to the IRS.

b. Participation in the Promotion and/or acceptance of the prize (s) constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Station or its agents to interview the winner(s) (or guest(s), if applicable), to photograph, film, and record each winner (or guest, if applicable), and to use in commerce and in any media now or hereafter known throughout the world in perpetuity, his/her name, prize won, hometown (city and state), biographic information, likeness, photograph, audio or video recording, and/or any statements made by him/her regarding the Station, the Promotion, and/or its sponsor(s) for purposes of trade, publicity, or promotion without notice or additional compensation, notification, or permission, except where prohibited by law. Each winner (and guest, if applicable) agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.

c. Participation in the Promotion and/or acceptance of prize constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion's sponsor(s), the Station, its licensee, their respective parent, subsidiary and affiliated entities, their advertising and promotional agencies, prize suppliers, and participating sponsors, and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, "Released Parties") from and against any and all claims or liability arising directly or indirectly from the prize and participation in the Promotion, including, but not limited to, personal injury, death, or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in Promotion, or delivery, possession, acceptance and/or use or misuse of prize or participation in any Promotion-related activity, including but not limited to any claims based on publicity rights, defamation, or invasion of privacy.

d. If for any reason this Promotion cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend, and/or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right, in its sole discretion to, to modify the procedure for selecting winners, unless the nature of the event giving rise to such termination renders it impossible to select winner(s).

e. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Promotion or in the announcement of a prize; (ii) incorrect or inaccurate entry information, human error, failure, or omission;

(iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems or for telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures of any kind; or (vi) any cancellations, delays, diversions, or substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) (and guest(s), if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Promotion prize that cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties' control.

f. The use of any device to automate entry is prohibited and will result in disqualification. Online entries generated by a script, macro or use of automated devices will be disqualified at the Station's discretion. The Promotion administrator's computer or telephone system is the official time keeping device for this Promotion. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at the time of entry. "Authorized Account Holder" means the natural person who is assigned to an email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. For phone or mobile entries, the authorized account holder is the natural person who is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Station, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Station's website. Failure to comply with the rules of the Promotion may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, the Station reserves the right to disqualify that entrant from entering and/or winning this and future Station-administered Promotions and to prosecute and seek damages to the fullest extent permitted by law.

g. The Station reserves the right to make changes in the rules of the Promotion, including, without limitation, the substitution of a prize of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to cancel, terminate, suspend, or modify the Promotion and shall not be required to award a substitute prize.

h. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any Prize (s) shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New York, NY; (2) any

and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages").

Further, by entering the Promotion, each entrant waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. New York law governs the interpretation and construction of these Official Rules and all aspects related thereto.

i. For a copy of these Official Rules, send a self-addressed stamped envelope for receipt by Friday, September 22, 2017 to "Live in the Vineyard 2017 – Official Rules," Attn: Promotions, WBZZ, 651 Holiday Dr. Pittsburgh, PA 15220. For the names of the prize winners send a self-addressed stamped envelope for receipt by January 22, 2018 to the above address marked "Live in the Vineyard 2017 – Winner List." The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of the Station and may be posted online at [starpittsburgh.com](http://starpittsburgh.com)

## 6. PRIVACY

a. By participating in the Promotion, you agree to the Station's Terms of Use Agreement and to the use of your personal information as described in the Privacy Policy located at [www.starpittsburgh.com](http://www.starpittsburgh.com). In the event of conflict between the Station's Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply.

Administrator: WBZZ, 651 Holiday Dr. Pittsburgh, PA 15220