## **\$1,000** Giveaway

Beasley Media Group's Mobile App Multi-Station Contest (June 2023 – August 2023) OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN (EXCEPT MESSAGE AND DATA RATES MAY APPLY). A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND WASHINGTON, DC, WHO ARE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY OR THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE. VOID WHERE PROHIBITED.

- 1. **DESCRIPTION:** The Beasley Media Group App Streaming Multi-Station Contest ("Promotion") will begin on June 1<sup>st</sup>, 2023, and end on August 31<sup>st</sup>, 2023. The Promotion is being conducted by Beasley Media Group, LLC, and its participating radio stations (the "Stations") as listed below in Exhibit A. The Promotion, known as "The \$1,000 Giveaway," on the Stations, will begin June 1<sup>st</sup>, 2023, and end on August 31<sup>st</sup>, 2023. ("Promotion Period").
- 2. **ADMINISTRATOR:** Beasley Media Group, LLC, 3033 Riviera Drive, Suite 200, Naples, FL 34103
- 3. **ELIGIBILITY:** The Promotion is open only to legal residents of the fifty (50) United States and District of Columbia (U.S.) who are at least eighteen (18) years of age or the age of majority in their state of residence, whichever is older as of date of entry ("Contestant"). Contestants will be competing with listeners from approximately sixty-three (63) radio stations in multiple radio markets across the United States. Employees, directors and officers and their immediate families (spouses and siblings, parents and children and their spouses) and household members of Beasley Media Group, and Promotion sponsors (if any), and their respective parent companies, subsidiaries, distributors, affiliates, service providers, advertising and promotion agencies and companies involved in the design, implementation and execution of the Promotion (collectively the "Promotion Entities"), other radio stations in the metropolitan areas of the participating stations and members of their immediate families (parents, children, siblings, spouses) or persons living in the same households as such persons, whether related or not, are not eligible to participate or win. This Promotion is governed by Florida law and is subject to all federal, state, and local laws and regulations. Promotion is void in Puerto Rico, and US Territories and jurisdictions (including overseas military installations) and where prohibited. Contestants are required to provide truthful information and Beasley Media will reject and delete any entry that it discovers to be false or

fraudulent. Beasley Media will disqualify any entry from individuals who do not meet the eligibility requirements and will also delete any entry as required by law.

- 4. **AGREEMENT TO THE OFFICIAL RULES:** By participating in the Promotion, each Contestant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Administrator, which are final and binding in all matters related to the Promotion. Winning the prize is contingent upon fulfilling all requirements set forth herein.
- 5. **HOW TO ENTER:** There is one (1) way to enter. Contestants may enter via mobile app entry as follows:
- To enter via Mobile app device: To enter by mobile app device, entrant must download a participating Station's mobile app, click on the "Cashout Contest" call to action in the app, create an account/sign-in, and provide their information when prompted to enter contest during the Promotion Period. No entries will be accepted after 11:59pm Eastern Time ("ET")/8:59pm Pacific Time ("PT") on August 31<sup>st</sup>, 2023. Data rates may apply. Promotion Entities are not responsible for any fees or charges incurred for and associated with mobile entries. The mobile app entry method is designed to work with most iPhone, iPads, and Android tablets, and Android phones of the major wireless carriers in the United States, but the Promotion Entities make no guarantee that any particular wireless device or service provider will participate. Entrants should check their phone's features to see if they have that capability. Entrants should consult their wireless service provider's pricing plan for details. Entry by mobile app will not improve your chance of winning. By entering by the mobile app, each entrant consents to receive up to five (5) notification phone calls on their mobile phone if randomly selected as the potential winner. Further, by entering by the mobile app, entrants agree to accept all applicable charges associated therewith.
- b. Entrants may enter only once per person per calendar month, regardless of which Station mobile app was used to enter. Multiple entrants are not permitted to share the same telephone number or email address. Entrants are not permitted to use multiple telephone numbers or email addresses. Additional entries will be disqualified by the Promotion Entities solely at their discretion. Each eligible entry submitted via app will automatically be included in the random drawing. For this Promotion only, restrictions that would prevent a listener from winning if he/she had won another recent Beasley Media station contest or promotion will not apply. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by Beasley Media. Beasley Media's computer is the official time keeping device for the Promotion. Any attempt by any Contestant to obtain more than the stated number of entries by using multiple/different identities, registrations or any

other methods will void that Contestant's entries and that Contestant may be disqualified.

- **PRIZES**: No more than the advertised number of prizes shall be awarded. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, or redeemable for cash except in the Promotion Entities' sole discretion. Prize details and availability are subject to change. There are no substitutions unless specified by Beasley Media and Beasley Media reserves the right to substitute any prize (or prize component) with another prize (or prize component) of equal or greater value at its sole discretion. Prizing may be fulfilled by a third-party fulfillment company. The Promotion Entities are not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any prize awarded in this contest. The prize is awarded if properly claimed according to the Rules and if there are sufficient eligible entries. All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of winner(s). If the winner is disqualified or is found to be ineligible for the contest, Beasley Media reserves the right to determine an alternate winner or not to award the prize, at its sole discretion. The prize is \$1,000 cash (in the form of a check made payable to the prize winner upon confirmation of his/her eligibility). The Station may award up to three (3) total \$1,000 prizes for an approximate total retail value for the Promotion of \$3,000. The cash prize will be issued as a check payable to the order of the prize winner upon verification of eligibility and upon timely receipt of all completed prize winner paperwork. Check will be processed and mailed within four to eight weeks upon verification of eligibility and receipt of all completed prize winner paperwork. All taxes, including but not limited to, federal, state, and local taxes, and any other costs and expenses associated with the acceptance and use of a prize are solely the responsibility of the winner. The prize winner will each be issued an IRS Form 1099 for the value of their respective prize(s).
- 7. **WINNER SELECTION**: Up to three (3) prize winners will be selected as follows:

Up to one (1) prize winner will be selected in a random drawing conducted at approximately 12pm ET / 9am PT on July 5<sup>th</sup>, 2023, from all combined eligible Station mobile app entries received between 12:00am ET on June 1<sup>st</sup>, 2023/9:00pm PT on May 31<sup>st</sup>, 2023, and 11:59pm ET/8:59pm PT on June 30<sup>th</sup>, 2023.

Up to one (1) prize winner will be selected in a random drawing conducted at approximately 12pm ET / 9am PT on August 1<sup>st</sup>, 2023, from all combined eligible Station mobile app entries received between 12:00am ET on July 1<sup>st</sup>, 2023/9:00pm PT on June 30<sup>th</sup>, 2023, and 11:59pm ET/8:59pm PT on July 31<sup>st</sup>, 2023.

Up to one (1) prize winner will be selected in a random drawing conducted at approximately 12pm ET / 9am PT on September 1<sup>st</sup>, 2023, from all combined eligible Station mobile app entries received between 12:00am ET on August 1<sup>st</sup>, 2023/9:00pm PT on July 31<sup>st</sup>, 2023, and 11:59pm ET/8:59pm PT on August 31<sup>st</sup>, 2023.

Odds of being selected as the \$1,000 cash prize winner depend on the number of combined eligible Station mobile app entries received for each random drawing.

Decisions of Beasley Media with respect to the Promotion are final.

8. **WINNER NOTIFICATION:** Beasley Media will notify potential prize winner by telephone four (4) times shortly following the random drawing for the applicable Entry Period. No voicemail message will be left. If the potential prize winner fails to answer the calls or is disconnected or is otherwise found to be ineligible, the prize will be forfeited, and Beasley Media will randomly select another entrant from the same Entry Period Pool to be the potential \$1000 prize winner. Winner will receive follow up correspondence by email, U.S. Mail and/or courier. Winner must execute and return any required affidavit of eligibility and/or liability/publicity release within five (5) days of notification attempt or prize will be forfeited. If a potential winner cannot be contacted, fails to sign and return the required 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.

## 9. **CONDITIONS**

By participating, Contestants agree to: (a) release Promotion Entities, their respective directors, officers, agents and employees (collectively, "Released Parties") from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by their participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of the prize; and (b) except where prohibited by law, consent to the use by Beasley Media, the Station, or any other participating station, or their designees or agents, of winner's name, hometown, likeness, statements and other personally identifiable information for promotion, advertising and marketing purposes in any media throughout the world without additional consideration and consent or prior review. To the extent not prohibited by law, winners also agree to provide Beasley Media with an interview, which may be used in connection with the Promotion. Promotion Entities are not responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, late, lost, or misdirected mail, or any other error or malfunction related to or resulting from participation in this Promotion. CAUTION: ANY ATTEMPT BY A

CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION ENTITIES RESERVE THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Promotion is not able to be executed as planned (in whole or in part), due to computer virus, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures, or any other causes which in the opinion of Administrator and/or Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Administrator and/or Sponsor reserves the right at their sole discretion to disqualify any suspect entry or Contestant and to cancel, terminate, modify or suspend the Promotion. In the event of any cancellation, termination or suspension, notice thereof will be posted at the stations website and/or the event(s) and determination of the prize winner will be made from among all eligible, non-suspect entries received as of the date of the termination, cancellation or suspension, as Administrator and/or Sponsor determines in their sole discretion. Entries not complying with all rules are subject to disqualification.

- b. Payments of all federal, state and local taxes are solely the responsibility of the winner. The winner 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 commonly owned stations in the Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a completed Form W-9 or equivalent upon request will result in forfeiture of the prize. Such winnings of \$600 or more will be reported to the IRS.
- c. Participation in the Promotion and/or acceptance of prize constitutes entrant's and/or winner's agreement to release, discharge, and hold harmless Beasley Media, the Promotion's sponsor(s), the participating radio stations, their licensees, and each of 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 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 any claims based on publicity rights, defamation, or invasion of privacy and prize delivery.

- d. Beasley Media's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of Beasley Media, including any force majeure event or other event of local or national importance, any segment of the Promotion is delayed, rescheduled, postponed or cancelled, Beasley Media 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. 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.
- e. Contestants understand, acknowledge and agree that the Released Parties shall not be liable for losses or injuries of any kind resulting from the rejection of an entry given Beasley Media's belief that the contestant was abusing or tampering with the Promotion entry process in any manner or due to any technical malfunction of the telephone or network transmission line or any entries that are late, delayed, garbled, incomplete, misdirected, lost, corrupted or otherwise not in compliance with the rules or applicable law.
- f. 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) entries not received due to difficulty accessing the internet, service outage or delays, equipment malfunctions, disconnections, or other technological failures, dropped calls or interruptions; (v) misdirected, misdialed, incomplete, incorrect, or late mobile text or website entries; and (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) including any results thereof such as changes in services or location necessitated by same.
- g. Any disputes that may arise hereunder shall be governed in all respects by the laws of the State of Florida without regard to the conflicts of laws principles of any jurisdiction. Venue with respect to any such disputes shall be had in the state and federal courts of the State of Florida.
- h. **ENTRANT'S PERSONAL INFORMATION:** Information collected from Contestants is subject to the Beasley Media's Privacy Statement for U.S. Consumers, <a href="http://bbgi.com/wp-content/uploads/2018/04/Beasley-Privacy-Policy-As-Of-April-19-2017.pdf">http://bbgi.com/wp-content/uploads/2018/04/Beasley-Privacy-Policy-As-Of-April-19-2017.pdf</a>.

To receive Promotion results (winners list),

visit <a href="http://bbgi.com/cashoutcontest">http://bbgi.com/cashoutcontest</a>. Winners list will be available after August 15<sup>th</sup>, 2023. A copy of the Official Rules and a list of winners (when complete) are available during regular business hours at the main studio of any of the participating stations. All requests must be received by October 31<sup>st</sup>, 2023. For copies of the Official Rules or for a list of winners following completion of the Promotion, send a self-addressed, stamped envelope (VT residents are not required to include return postage) specifying "Official Rules" or "Winner List" to Beasley Media's App Streaming Multi-Station Contest Winner List or Official Rules Request, Beasley Media Group, 3033 Riviera Drive, Suite 200, Naples, FL 34103

## EXHIBIT A PARTICIPATING STATIONS AS OF DECEMBER 2022

WPEG – FM / Charlotte
WMMR – FM / Philadelphia
WBZ – FM / Boston
KCYE – FM / Las Vegas
KKLZ – FM / Las Vegas
KOAS – FM / Las Vegas
KVGS – FM /Las Vegas
KXTE – FM / Las Vegas
WAEC – AM / Atlanta
WAZZ – AM / Fayetteville
WBAV –FM / Charlotte
WBCN – AM / Fort Myers
WBEN – FM / Philadelphia
WBOS – FM / Boston
WBQT – FM / Boston
WCHZ – FM / Augusta
WCSX – FM / Detroit
WCSX – HD2 / Detroit
WCTC – AM / New Jersey
WDHA – FM / New Jersey
WDMK – FM / Detroit
WDMK – HD2 / Detroit
WDRR – FM / Augusta
WFLB- FM / Fayetteville
WGAC – AM / Augusta
WGUS – FM / Augusta
WHFS – AM / Tampa
WHHD – FM / Augusta
WJBR- FM / Wilmington
WJPT – FM / Fort Myers
WJRZ – FM / New Jersey
WKLB – FM / Boston
WKML – FM / Fayetteville
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WKQC – FM / Charlotte
WKXC – FM / Augusta
WLLD – FM / Tampa
WMGC – FM / Detroit
WMGK – FM / Philadelphia
WMGQ – FM / New Jersey
WMTR – AM / New Jersey
WNKS – FM / Charlotte
WPBB – FM / Tampa
WPEG – FM / Charlotte
WPEN – FM / Philadelphia
WQYK – FM / Tampa
WRAT – FM / New Jersey
WRBQ – FM / Tampa
WRIF – FM / Detroit
WROR – FM / Boston
WRXK – FM / Fort Myers
WSOC – F3 / Charlotte
WSOC – FM / Charlotte
WTMR – AM / New Jersey
WUKS – FM / Fayetteville
WWCN – FM / Fort Myers
WWWE – AM / Atlanta
WXKB – HD2 / Fort Myers
WXKB – FM / Fort Myers
WXTU – FM / Philadelphia
WYUU – HD2 / Tampa
WYUU – FM / Tampa
WZFX - FM / Fayetteville
WZFX – HD2 / Fayetteville