# WITHOUT REMORSE OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE A PARTICIPANT'S CHANCES OF WINNING.

### SWEEPSTAKES DESCRIPTION:

The "Without Remorse" Register to Win Sweepstakes ("Sweepstakes") will begin on April 12, 2021 and end at 11:59pm on April 16, 2021 ("Sweepstakes Period"). This Sweepstakes will be conducted exclusively online. Ten (10) winners will each be awarded the following: One (1) digital download code for the World Virtual Premiere of *Without Remorse* on April 29<sup>th</sup> at 8:30pm EST (ARV \$25). See below for further details.

## HOW TO ENTER:

Listeners of WFXC-FM ("Station") who are legal residents of the United States residing within the Raleigh, North Carolina metropolitan area and are 21 years of age or older will be able to take part in this Sweepstakes. To participate in the Sweepstakes, participants must do the following:

- 1. Participants must submit their entries online through the Station's website at <u>www.foxync.com</u>.
- 2. Upon entering the website, participants are to follow the on-screen instructions for the online entry form, including entering their name, date of birth, address, phone number, email address, and any optional or additional contact information as requested, to register for a chance to win.
- 3. All Internet entries must be received by 11:59pm local time on April 16, 2021, or they will be void.
- 4. One entry per person per day per email address during the Sweepstakes Period.
- 5. In the event of a dispute regarding the identity of a participant's online entry, the entry will be deemed to have been made by the authorized holder of the e-mail account at the time the entry was made.
- 6. Winners must provide valid identification (e.g. via valid state-issued driver's license, passport or other government-issued I.D. containing the person's name, date of birth, and photograph) and a completed W9 form to claim the prize. Identification documents must match information previously provided to the Station.
- 7. Prizes will be awarded only upon winner verification and final approval by the Station.
- 8. Entrants agree to be bound by the terms of these Official Rules and by the decisions of Station management which will be final and binding in all matters pertaining to this Sweepstakes.

# EXECUTION:

- 1. During the Sweepstakes Period, eligible participants will be encouraged to take part in the Sweepstakes by registering online at <u>www.foxync.com</u>. After completing the registration process, qualified entrants will be eligible for a chance to win.
- 2. Five (5) winner will be randomly selected from among all entries.
- 3. All winners will be notified by phone, and / or e-mail.
- 4. Entrants agree to be bound by the terms of these Official Rules and by the decisions of Station management which will be final and binding in all matters pertaining to this Sweepstakes.

# ELIGIBILITY RESTRICTIONS:

- 1. The Sweepstakes is open only to legal residents of the United States residing within the Raleigh, North Carolina metropolitan area who are 21 years of age or older as of the commencement date of the Sweepstakes.
- 2. Employees of the Station, Urban One, Inc. ("Company"), its officers, directors, subsidiaries, affiliates, general sponsors, advertisers, competitors, promotional partners, members of the immediate families, and members of the households (whether related or not) of any of the above are NOT eligible to participate or win in this Sweepstakes. For purposes of this Sweepstakes, immediate family members mean spouses, parents, grandparents, children, and siblings and their respective spouses.
- 3. Persons who have won a prize in another Sweepstakes or promotion of any kind from the Station within the thirty (30) day period immediately preceding the start date of this Sweepstakes are not eligible to participate. Only one person per family or household (whether related or not) may win in any promotion from the Station during any thirty (30) day period.
- 4. Participants agree to abide with any applicable federal, state, local laws and regulations.

### PRIZES:

- 1. The following prize elements will be awarded:
  - a. One (1) digital download code for the World Virtual Premiere of *Without Remorse* on April 29<sup>th</sup> at 8:30pm EST.
- 2. No substitution of prize is offered, no transfer of prize to a third party is permitted and non-cash prizes may not be redeemed for cash value, except as determined by Station management and/or the sponsor in its sole discretion. The Station reserves the right to substitute an item of equal or greater value in the event an advertised prize element is unavailable.

- 3. Prizes will be awarded only upon winner verification and final approval by the Station.
- 4. To the extent that prize elements are provided by third-party providers, winner agrees to look solely to applicable prize providers with respect to any claims, losses, or disputes in connection therewith.
- 5. Dates and times of concerts, events, activities, and trips promoted by event sponsors are subject to change and those changes are deemed to be beyond the control of the Station and the Company. Changes of venue, cancellation of engagements by performing artists, and/or their management may be permanent in nature. The Station is not responsible for replacing tickets in the event of show cancellations as a result of weather, promoter or performer. The Station and the Company are not obligated to make any effort to find an alternative prize under these circumstances.
- 6. Movie passes, and/or special screening and premiere movie passes are valid for space available only. Seating is provided on a first-come-first-served basis.
- 7. Prize will be provided via email to the email address on file with the Station.
- 8. Winners will be instructed to complete and email release forms via email. Winners must provide valid identification (e.g. via driver's license, passport or other government-issued I.D. containing the person's name, date of birth, and photograph) to claim their prize. Identification documents must match information previously provided to the Station. If the winner is under the age of eighteen (18) they must be accompanied by their parent or legal guardian who must provide valid identification when claiming the prize.
- 9. If Sweepstakes winner does not claim their prize by 5pm on April 27, 2021, the prize will be forfeited.
- 10. The prize may only be claimed by the actual winner. Friends and family members are not eligible to claim the prize on behalf of the winner.
- 11. All Sweepstakes winners must sign and date official Station release and waiver forms as requested. Failure to do so will result in the winner's forfeiture of the prize.
- 12. The Station, the Company, and its affiliates and promotional partners shall not be liable for any claims made by ineligible entrants.
- 13. If for any reason a Sweepstakes winner provides notice that they have decided not to accept an awarded prize, the winner may be required to sign a release form acknowledging forfeiture of the prize. It will be at the discretion of the Sweepstakes administrator and / or any Sweepstakes sponsor if another Participant is to be selected as the winner if time permits.
- 14. In the event any winner is found to be in violation of these Official Rules or is otherwise determined by the Station, in its sole discretion to be ineligible, he/she may be required to forfeit the prize or to reimburse the Station and / or any sponsor for the stated value of the prize if such a violation is found after the prize has been used by winner.

### **GENERAL CONDITIONS:**

- 1. Winners are responsible for payment of all applicable taxes associated with the receipt of the prize.
- Any person winning over \$600.00 in prizes will receive an IRS form 1099 at the end of the calendar year for tax purposes and a copy of such form will be filed with the IRS as required by law.
- 3. No purchase necessary. Sweepstakes is void where prohibited. Sweepstakes is subject to all applicable federal, state, local laws and regulations.
- 4. Odds of winning depend upon the number of eligible Participants participating during the Sweepstakes Period.
- 5. By participating in the Sweepstakes, the winner or winners agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this Sweepstakes, in any media now known or hereafter devised for advertising or promotional purposes without additional compensation, and must sign a publicity release prior to acceptance of the prize. By entering this Sweepstakes, each participant agrees to comply with these Official Sweepstakes Rules and the decisions of the Station and / or Sweepstakes sponsor which shall be final and binding in all aspects relating to the Sweepstakes.
- 6. The Station and the Company retain the right to disqualify any Participant if all Sweepstakes rules are not followed.
- 7. So long as no participant is materially adversely affected, the Station reserves the right to make changes in the Sweepstakes rules, which will become effective upon being announced on the air and posted online.
- 8. All Sweepstakes winners will be required to sign a liability release prior to acceptance of any prize. Pursuant to the liability release, the winner or winners will agree to hold the Station, the Company, sponsor, any other Sweepstakes parties and each of their respective affiliates, subsidiaries, agencies, officers, shareholders, directors, employees, agents and representatives of each of the foregoing, harmless against any and all claims or liability, directly or indirectly related to or arising from or in connection with Sweepstakes participation or the acceptance, possession or use / misuse of any awarded prize or any portion thereof, or participation in prize-related activities, including but not limited to any related travel.
- 9. By accepting the prize, the winner acknowledges that the Station and the Company have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or to any portion thereof, including but not limited to its quality, mechanical condition or fitness for a particular purpose.
- 10. The Station, the Company, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for the inability of any Participant to complete or continue an internet registration, telephone call, or text entry due to equipment malfunction, busy lines, inadvertent disconnections, unavailable network, server, Internet Service Provider (ISP) or other connections, communication failures or human error that may occur in the

transmission, receipt or processing of entries, including any injury or damage to any computer arising from or relating to participation in this Promotion. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification. In addition, the Station, the Company, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for late, lost, misdirected, mutilated, illegible or incomplete Sweepstakes entries. No mechanically reproduced or automated entries permitted. Entry materials/data that have been tampered with or altered are void. Once submitted, entries become the property of the Station and the Company and will not be returned.

- 11. The Station, the Company, its subsidiaries, its affiliates, participating sponsors and promotional partners will not assume any responsibility for any changes in the execution of the Sweepstakes, including cancellation of the Sweepstakes as a result of the occurrence of events not within the control of the Station, the Company, its subsidiaries, affiliates, participating sponsors, promotional partners and other radio stations, such as acts of God, strikes, terrorists acts or criminal acts of third parties. In the event such an act should occur, the Station may in its sole discretion, offer the winner comparable prize(s) currently being offered by the Station in lieu of the prize originally awarded.
- 12. If for any reason, the Sweepstakes is not capable of running as planned, including without limitation, any suspected evidence of tampering or technological corruption or if any portion of the Sweepstakes is compromised by virus, bugs, worms or unauthorized human intervention, fraud, acts of God, strikes, terrorists acts, criminal acts of third parties, an insufficient number of qualified Sweepstakes entries, or any other causes beyond the Station and the Company's control which, in the Station and the Company's sole opinion, corrupts, threatens or impairs the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, the Station and the Company reserve the right to cancel, terminate, modify or suspend the Sweepstakes at their sole discretion.
- 13. Any attempt by an entrant to deliberately undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil laws and should such an attempt be made, the Station and the Company reserve the right to seek remedies and damages (including attorney's fees) from any such entrant to the fullest extent of the law, including criminal prosecution.
- Copies of Sweepstakes rules are available upon request during regular business hours, Monday – Friday 9:00 a.m. to 5:00 p.m., in the offices of the Station, located at 8001 Creedmoor Road, Suit 101, Raleigh, NC 27613.

**CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant, Station and Company in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of North Carolina, USA.

**SPONSOR:** For the purposes of these rules and any interpretation thereof, "sponsor" may include the prize provider or any of its designees which may include Urban One and/or one of the following Urban One subsidiaries: Blue Chip Broadcasting, Ltd.; Charlotte Broadcasting, LLC; Radio One of Texas II, LLC; or Radio One of Indiana, L.P.