



96.3 WDVD General Contest Rules

- 1) Employees of WDVD, Citadel Broadcasting, their parent, subsidiary, and affiliated companies, other radio stations in the Detroit metropolitan area and members of the immediate family or household of anyone so employed are ineligible to participate or win.
- 2) All contests are open to legal Michigan residents only (ages 21 and over unless otherwise stated). All contests are void where prohibited. No purchase necessary.
- 3) The winner of a prize will be deemed the sole and exclusive winner. Winners are responsible for any and all taxes incurred on a prize. Any and all federal, state and local laws apply to contests. Prizes are non-transferable and with no substitutions. Any additional costs related to a prize or incurred as a result of accepting a prize are the sole responsibility of the winner. Prizes will be awarded as is, with no written or express warranty of any kind.
- 4) Winner is not entitled to transfer prize or obtain a substitute prize. WDVD, at its sole discretion, may substitute a prize of equal or greater value.
- 5) One individual per household is eligible to win a WDVD prize only once every thirty (30) days. A listener is eligible to win a WDVD prize valued at \$600 or more only once every six (6) months.
- 6) All winners must present valid identification and sign a release to WDVD (a) permitting reasonable use for promotional purposes in all media of the participant's name, likeness and biographical information for a period of one (1) year without further consideration, and (b) releasing WDVD, its officers, directors, stockholders and employees from any and all claims arising directly or indirectly out of the award and use of the prize.
- 7) Winners must pick up their prize at the WDVD studios between 9 a.m. and 5 p.m. Monday through Friday, unless alternate arrangements have been made through the WDVD Promotions Department. Winners will have thirty (30) days to pick up their prize. Failure to pick up their prize will result in forfeiture of said prize.

- 8) WDVD reserves the right to disqualify any contest participant for failure to comply with the rules.
- 9) All decisions of WDVD are final. WDVD reserves the right to supplement or change contest rules at any time.
- 10) WDVD is not responsible for any technical problems (phone, internet or mail) difficulties as they pertain to contests. WDVD, in its sole discretion, reserves the right to disqualify any person tampering with the entry process, the operation of the station website or who is otherwise in violation of the rules. The station further reserves the right to cancel, terminate or modify the contest if it is not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort.
- 11) WDVD reserves the right to make changes to the rules of any contest. Material changes will be announced on air or otherwise publicly disseminated. By participating in this contest, you agree to be bound by these contest rules, any modifications thereof, and by all other rules imposed by Station management. If due to circumstances beyond the control of Station, any event associated with this contest or the prize is delayed, rescheduled, postponed or cancelled, Station reserves the right, but not the obligation, to cancel or modify the contest and shall not be required to award a substitute prize.
- 12) By entering a contest, participants consent to the unrestricted use, publication, editing, broadcast, duplication and distribution by WDVD, or its representatives, now and in the future, whether for commercial sale or otherwise in any medium whatsoever, of any material submitted in connection with their participation in the Contest. All such material shall become the sole property of WDVD. Participants acknowledge and understand that WDVD is and shall be the sole and exclusive owners of contest materials, including all copyrights and other intellectual property rights, and shall have the right to exploit the contest performances in any manner and any media whatsoever. Participants hereby assign to WDVD, its parent, subsidiaries, affiliates, successors and assigns, whatever rights or interest they may now or ever have in the material for any other reason, including but not limited to any rights that they may have to any proceeds arising out of the production, sale or other use of the materials.
- 13) Text message based entry into any contest is subject to the contest rules, WDVD's standard terms and conditions and the station's privacy policy. The foregoing policies can be obtained from the WDVD website or by sending a written request to WDVD for a copy of such policies. Standard text messaging rates, as established by an individual's wireless carrier, may apply, and WDVD

assumes no responsibility for any fees or charges incurred for and associated with any text message sent to or from WDVD. Any and all fees arising out of the transmission of a text message shall be the sole responsibility of the entrant. By participating in a contest in which text message based entry is permitted, entrants acknowledge that text messages are distributed and delivered through third party providers; WDVD does not guarantee, and shall not be responsible for, the delivery or timeliness of any text message entry. WDVD will at all times consider the time that a message is logged as arriving in its system as being the time of entry, regardless of the time at which the entrant attempted to send the entry and any technical problems or other complications that may have delayed its delivery. WDVD is not responsible for service outages, message failures, transmission delays or any other factor affecting the availability or performance of the text messaging service. Contests with text message based entries are subject to WDVD's Privacy Policy. By participating in the contest, entrants agree that WDVD may contact that entrant at the telephone number from which the text message entry was received. All text message entries must come from a valid and identifiable telephone number. WDVD reserves the right, in its sole discretion, to disqualify any entry if that entry's source and sender cannot be reasonably determined. WDVD, through its third party text messaging administrators, will store all messages received on its system. Station may require, on request, proof of identity as to the rightful owner of the phone number from which the text message entry was sent.

- 14) Decisions of the judges with respect to all sweepstakes matters are final. By participating in this promotion, entrants agree to be bound by the Official Rules and decisions of the judges. Sponsors are not responsible for any typographical or other error in the printing of the offer, administration of the contest or in the announcement of the prizes.
- 15) Copies of the written contest rules, and a list of winners, are available during regular business hours at the offices of 96.3 WDVD-FM, 3011 West Grand Blvd., 8th Floor, Fisher Building, Detroit, Michigan 48202 or may be mailed by request.