



Contest Name: WFMD Cruise Giveaway

Station: WFMD (the “Station”)

Address: 5966 Grove Hill Rd, Frederick, Maryland 21703

Telephone: 301-663-4181

The Aloha Station Trust, LLC (the station), will conduct this Contest substantially as described in these rules, and by participating, each Participant agree as follows:

1. DESCRIPTION OF CONTEST/PARTICIPATION.

A. Dates of Contest: The Contest will begin on or about September 24, 2018 and will end on November 16, 2018 the Station may extend or contract this time period.

NO PURCHASE NECESSARY. Void where prohibited. Odds of winning depend upon the number of Participants in each applicable entry category.

HOW TO ENTER:

- Listeners will listen each day to WFMD for the code to text in.
- Two qualifiers will be pulled each day, one in the morning and one in the afternoon M-F for 8 weeks.
- Of the 10 qualifiers a week one random qualifier will win \$1000 to Fitzgerald Auto Mall for auto service or body work.
- Of the 80 qualifiers one will win the Cruise to be redeemed in the form of a AAA gift card with a value of \$2000

Entry Method	Number of Entry Periods for Entry Method	Entry Method Start Time/Date	Entry Method End Time/Date
On Air	80	September 24, 2018	November 16, 2018

All entries must be received no later than end time/date of the entry period for the applicable entry to be valid.

Qualifying Prizes: The prize(s) to be awarded only to each on air eligible winner(s) are:

- a. A \$20 Downtown Frederick Gift Card
- b. Of the 10 weekly qualifiers, one will win a \$1,000 gift card to Fitzgerald Auto Mall. The gift certificates are not valid toward the purchase of a vehicle. The gift certificates are redeemable only for auto mechanical service and body work performed at Fitzgerald Auto Mall by Fitzgerald Auto Mall, and not applicable for any repairs/installations requiring third party contractors.

(1) On-Air Entry Method: Beginning Monday September 24, 2018 listeners will listen for the code word to text in. The code word will be announced each day on air. Once you text in the code word, listeners are entered for the chance to qualify. One qualifier will be randomly selected during the morning and afternoon show M-F for 8 weeks. There will be a randomly scheduled time each weekday (except National Holidays) during the On-Air Entry Period. The Station may or may not choose to announce exact times the cues will be played. Only one qualifier per household for the entirety of the contest.

- Participant will be the designated texter, from all texters in to the Station’s Contest line at (301) 694-9363; the designated texter, if eligible, will be declared a qualifier. If the Station determines the designated texter is not eligible, the Station may select the next eligible texter as the qualifier for that playtime. Listen to the Station for details on specific times to play. A Listener is an eligible to be a qualifier if they text in to enter and have not already qualified.

_____ Initial_____



- *The Station assumes no responsibility for Participants not making timely phone texts to the Station or other timed entry as a result of the delays in the Internet stream. Participants should not rely on streamed broadcasts.*
 - *WARNING: Online listeners to streamed broadcasts may experience a lag in transmissions due to buffering limitations and other delays in the online streaming of its broadcast signal. Listeners of the online stream may not be able to participate in, or may be disadvantaged in participating in on-air promotions and should contact Station to determine participation.*

All entries are subject to any applicable restrictions or requirements listed herein. The Station is not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems. The Released Parties (as defined below) are not responsible for lost, late, undeliverable, illegible, damaged, stolen, garbled, delayed, misdirected, mutilated, or incomplete entries or communications, regardless of cause. Multiple entrants are not permitted to share the same email address. Should multiple users of the same e-mail account or mobile phone number, as applicable, enter the Contest and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account or mobile phone account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address or mobile phone number by an internet access provider, on-line service provider, telephone service provider or other organization which is responsible for assigning e-mail addresses, phone numbers or the domain associated with the submitted e-mail address. Proof of submission of an entry shall not be deemed proof of submission or receipt by the Website and/or Station for online entries. When applicable, the Station's computer will be deemed the official time keeping device for the Contest. Entries will be disqualified if found to be incomplete and/or if prohibited multiple entries are determined. Entries in excess of the above stated limit will be declared ineligible. All entries become the property of the Station and will not be receipt acknowledged or returned. Station's decisions as to the administration and operation of the Contest and the selection of potential winners are final and binding in all matters related to the Contest.

2. **Grand Prize Drawing**: On or about the dates set forth below, the Station will randomly select the corresponding number of entries from among all eligible entries received by each Entry Method during the applicable Entry Period:

On November 19, 2018 the station will do a Facebook Live drawing for who will win the Cruise. The winner will be notified via a phone call immediately after. All 80 qualifiers will be entered into the drawing. The winner will be randomly selected.

WFMD will place all names of qualifiers in a "hopper". They will then do the drawing revealing the winner of the cruise.

Grand Prize(s):

- Trip to the Caribbean to be awarded in the form of a AAA Giftcard

3. **ELIGIBILITY AND LIMITATIONS**. Participant(s) and winner(s) must be U.S. residents at least 21-years old as determined by the Station and reside in the Station's Total Survey Area (TSA). Only one prize per household for the Contest. Only one Grand Prize per household from any of the Stations within any thirty (30) day period. Employees of the Station, the Contest's participating sponsors and their advertising agencies, employees of other radio or television stations, and members of the immediate family of any such persons are not eligible to participate and win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

4. **TELEPHONE AND DELIVERY DISCLAIMER**. If a contest is a call in to win contest and/or a telephone is needed to participate in the Contest, participants are restricted to the use of ordinary telephone equipment. Participants that enable the "Caller ID" block function will not be allowed to participate unless they enter their correct area code and telephone number if prompted, or disable the features inhibiting their participation in the Contest. Participants using equipment not set up for toll free phone exchanges (800, 888, 877, 866, etc.) may experience call connection problems. The Company disclaims all liability for the inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Company's control, or otherwise. For all contests the Company disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. The Company is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission

Initial _____



of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest. Entry forms in a register-to-win contest must be handwritten. No photocopies or mechanical reproductions of entry forms are permitted.

5. **PUBLICITY; USE OF PERSONAL INFORMATION.** By participating, where allowed by law, all Participants and winner(s) grant the Station and OOP exclusive permission to use without compensation their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, where allowed by law, participants agree that the Company may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.

6. **RELEASE.** By participating in the Contest, each Participant and winner waives any and all claims of liability against the Station, its employees and agents, the Contest's sponsors and their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the use of any prize. In order to receive a prize, participants must sign an official waiver form provided by the Company.

7. **TAXES.** Any valuation of the prize(s) stated above is based on available information provided to the Station, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prize which are not specifically provided for in the official rules. Each winner must provide the Station with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Station will receive an IRS form 1099 at the end of the calendar year and a copy of such Form will be submitted by station to the IRS.

8. **CONDUCT AND DECISIONS.** By participating in the Contest, Participants agree to be bound by the decisions of Station personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Station will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Station's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Station, the Station reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Station deems appropriate. All decisions will be made by the Company and are final. The Company may waive any of these rules in its sole discretion. ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, STATION RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW. WFMD RESERVES THE RIGHT TO EDIT THE RULES AT ANYTIME AS NECESSARY.

9. **MISCELLANEOUS.** Each winner must submit proof of eligibility and sign the Station's release form to claim the prize. The Station may substitute prizes, amend the rules or discontinue the Contest at any time as announced on the Station(s). The Station disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. For a copy of the rules, or where required by law, a list of winners, visit the business office of the Station during normal business hours or mail a written request with a stamped, self-addressed return envelope to the Station's address, listed above. All entries become the property of the Station and will not be returned. To be removed from our direct mail, email or fax lists, visit the main office of the Station during regular business hours, or send a self addressed stamped envelope with contest name to WFMD Contesting at the address above.

10. **COMPLIANCE WITH LAW.** The conduct of the Contest is governed by the applicable laws of the United States of America, and the State of Maryland which take precedence over any rule to the contrary herein. The Station shall follow the applicable laws for conducting contests, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the Contest, etc. as required by local and state law.

Initial _____



I _____ have read and understand the rules of the WFMD Cruise Giveaway

Signature

Date

Initial _____