

OFFICIAL CONTEST RULES

FOR WJYY/WEMJ, WBYY/WFNQ/WLNH/WNNH, WNHW, WTPL, WTSN

hereinafter referred to as the "Station(s)"

"The Backyard Makeover"

Section 1 Contest

- 1.1 Duration. The Stations, all owned and/or operated by Binnie Media are running a multi-station promotional contest, weekdays from September 14, 2020 until November 6, 2020.
- 1.2 How to Qualify. Each weekday between 7am and 7pm eastern time, for the duration of the contest, a special text code will be announced. When the code has been announced, listeners have 10 minutes to text the announced code to 78000. Once the 10 minute window has expired, any incoming texts will be subject to disqualification and not counted as entries. One random texter will be chosen to win one of four prize packs every two weeks. All texts to any other short code text line(s) will not be accepted. Message and data rates may apply.
- 1.3 Grand Prizes. A total of four winners will be chosen randomly from all text entries, one every two weeks, to receive a prize pack. First winner on Friday September 25, second on October 9, third on October 3rd, and fourth on November 6th. Three prize packs consist of a gas fire table and 2 Adirondack chairs (value of \$1,622), and one prize pack consists of a Napoleon Prestige natural gas grill (value of \$1,849).

Section 2

- 2.1 No purchase is necessary.
- 2.2 Odds of winning will depend on the number of qualified entries.
- 2.3 Contest is open to all residents of New Hampshire, Massachusetts, Maine and Vermont. All employees, agents, successors, interns, and assignees of Binnie Media, employees of other radio or television stations and members of their immediate families are ineligible. 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. Participants and winner(s) must be U.S. residents.
- 2.4 Only one winner per prize. No "duos," groups, or teams will be allowed to enter together. Any ties, disputes, conflicts, questions, or concerns, regarding the Contest and/or the prize(s), will be handled by Binnie Media whose decision(s) are final and indisputable. If any person makes an attempt to spam or abuse the text code with ongoing texts outside of the contest parameters, they will be disqualified and their number blocked.
- 2.5 Participants are restricted to the use of ordinary cell phone equipment. Station disclaims all liability for the inability of a participant to complete or continue a cell text due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond Station's control, or otherwise. Station disclaims all liability for any delays, mis-delivery, loss or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Station is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission 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 this contest. Binnie Media stations are not responsible for broken cell phone connections, busy signals, mis-dials or lost phone calls.

- 2.6 In event two individuals with the same name text in, only the individual who can be verified by a home address that identically matches the information on the randomly drawn entry, shall be declared a winner.

Section 3 Acceptance and Delivery of Prize

- 3.1 All prizes must be accepted as awarded. All prize(s) are non-transferable. Inability to accept or deliver prize(s) will result in forfeiture. Binnie Media retains the right to substitute prize(s) with other prize(s) of equal or greater value in the event the original prize(s) offered is not available for reasons beyond the reasonable control of Binnie Media. Any valuation of the prize(s) awarded is based on available information provided to Station, and the value of any prize (as determine by Station in its sole discretion) awarded to a winner may be reported for tax purposes as required by law.
- 3.2 Winners must claim their prize in person at the following prize providers locations during regular business hours: Fire table(s) at Abundant Life Stoves & Spas in Chichester. Adirondack chairs at Patio Barn in Amherst. Napoleon Prestige natural gas grill at The Stove Barn in Concord.
- 3.3 All Contest(s)/Prize(s) subject to Federal, State, and local regulations and laws and are void where restricted or prohibited by law.
- 3.4 If prize(s) includes travel, lodging, entertainment, special event, or an automobile, the winner(s) is responsible for all taxes, expenses, and gratuities not expressly included in and as part of the prize(s). Winners agree to all blackout periods, space availability requirements, etc., as stated by the Station and Contest prize partner(s), which shall include hotels, airlines, train travel, ship/boat travel, etc. Winner(s) agree that acceptance of any trip as a prize(s) from Station does so entirely upon their own initiative, risk, and responsibility.
- 3.5 Winner(s) must use their true, legal, name when playing contests or claiming prize(s) and may not win any contest under an assumed name. Winner(s) will be disqualified and prize(s) forfeited if they are found playing under an assumed name or alias.

Section 4 Conditions of Winning

- 4.1 Any person winning over \$600 in prizes from Station will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.
- 4.2 Each winner is solely responsible for reporting and paying any and all applicable Federal, Sate, Local and other taxes. Each winner must provide Station with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Failure to timely provide such information and/or any other reasonably required documentation, including, without limitation, a release and affidavit of eligibility, may result in delay in receiving prizes or the forfeiture thereof. Prizes are not transferable or redeemable for cash.
- 4.3 By participating, all participants and winner(s) grant Binnie Media the permission to use their names, characters, photographs, voices, and likeness in connection with the promotion (via print, broadcast or other forms of media) of this and other contests and waive any claims to royalty, right, compensation or remuneration for such use. By calling the contest lines, voices and names may be recorded and used for promotional or broadcast purposes.

4.4 Each winner must provide Station with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Failure to timely provide such information and/or any other reasonably required documentation, including, without limitation, a release and affidavit of eligibility, may result in delay in receiving prizes or the forfeiture thereof.

Section 5 Release

Contest winners, on their own behalf and on behalf of their heirs, successors, representatives and/or assigns, hereby fully and forever remises, releases and discharges Binnie Media and each and all of its subsidiary and affiliated corporations, companies and divisions, its predecessors, successors and assigns, and its respective directors, stockholders, officers, employees and agents, of and from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses and liabilities, of whatsoever kind or nature, in law, equity or otherwise, whether known or unknown, whether or not concealed or hidden, which against it or any of it, they have had, may have had or now have, or which any of their heirs, representatives and assigns hereafter can, shall or may have for or by reason of any matter, cause or thing whatsoever, including but not in any respect limiting the generality of the foregoing, any and all claims which or might have asserted relating to this contest.

Section 6 Indemnity

All participants and winners indemnify and hold forever harmless Station, and Binnie Media and their agencies, their agents, officers, employees, affiliates, and assigns, for any injuries, accidents, misfortunes, losses, damages, or causes of action, arising from or in connection with participation in the Contest and/or acceptance or use of any prize(s).

Section 7 No Warranties Provided

Binnie Media and Station do not warrant any of the products, materials or services that a winner receives. The materials, services or products that a winner receives are provided "as is." There may be warranties provided by the manufacturer of the product, material or service, for which Binnie Media has no responsibility or duty to perform.

Section 8 Miscellaneous

- 8.1 Binnie Media reserves the right to change contest rules and/or dates at any time without additional notice.
- 8.2 Binnie Media reserves the right to add or subtract additional station or stations to this contest at any time.
- 8.3 Binnie Media is considered the "judge." Judge's decisions are final.
- 8.4 Binnie Media reserves the right to end and or modify contest at any time without additional notice or further compensation required.