

## **SUPPLEMENTAL OFFICIAL WBL5 USVI TRIP CONTEST RULES**

### **NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE**

Emmis Radio, LLC d/b/a WBL5-FM and/or WBL5 (“Emmis” or “WBL5”) and Blue Sandcastle Villas are giving Emmis listeners a chance to win a trip in the WBL5 USVI TRIP Contest (the “Contest”). This Contest is governed by these Rules, as well as by Emmis’ Official General Contest Rules (“General Rules”). In the event there is a discrepancy or inconsistency between these Rules and the General Rules, these Rules shall govern. Any individual who enters, attempts to enter or in any way participates or attempts to participate in the Contest (“Participant”) agrees to be bound by the terms and conditions provided in these Rules and to the extent applicable the General Rules, as well as by all interpretations of these Rules by Emmis and by all other decisions of Emmis which are final and binding in all matters relating to the Contest.

### **NO PURCHASE NECESSARY:**

No purchase is necessary to enter or win a prize. A purchase will not improve your chances of winning.

### **APPLICABLE LAW (VOID WHERE PROHIBITED):**

All Contests are subject to and governed by applicable federal, state and local laws and regulations. Participation in this Contest is void where prohibited or otherwise restricted by law.

### **CONTEST SPONSORS:**

The sponsors of the contest are Blue Sandcastle Villas and Emmis (the “Sponsors”).

### **CONTEST CANCELLATION, SUSPENSION OR MODIFICATION:**

Sponsors reserve the right to cancel, terminate, modify or suspend the Contest if it is not capable of being completed as planned for any reason, including, but not limited to, infection by computer virus or “bugs”, tampering, unauthorized intervention, fraud, or technical failures of any kind or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest. The decision of any Sponsor to cancel, terminate, modify or suspend the Contest shall be final in all respects.

### **ELIGIBILITY:**

**Geographical, Age and Parental Consent Requirements:** The Contest is open to the legal United States residents of the states of New York, New Jersey and Connecticut who are at least 21 years of age or older at time of entry. Sponsors reserve the right to refuse to award a prize to, or on behalf of, a minor.

**Contest Entity and Immediate Family Member Ineligibility:** The officers, directors, employees, contractors, and agents of Emmis, Emmis Communications Corporation, Emmis Operating Company, any other Sponsor(s) and any entity involved in the sponsorship, development, production, implementation and distribution of the Contest as

well as their respective parents, affiliates, divisions, subsidiaries and successor companies (collectively the “Contest Entities”), and their immediate family members (and those living in the same household, whether or not related), are prohibited from participating in the Contest and do not qualify as Participants. “Immediate family members” shall include spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws”, or by current or past marriage, remarriage, adoption, co-habitation or other familial extension.

**Past Prize Winners:** Participants who have won an Emmis Contest in the last thirty (30) days or who have won prizes valued over \$600 in the last twelve (12) months are ineligible.

**Employer Restrictions:** Participant is solely responsible for reviewing and understanding Participant’s employer’s policies regarding Participant’s eligibility to participate in contests. Participant may be disqualified from entering into this Contest or receiving prizes if Participant is participating in this Contest in violation of their employer’s policies.

**HOW TO ENTER:**

The Contest begins Monday, November 9<sup>th</sup>, 2018 at approximately 8:00AM ET and ends on Friday, November 23<sup>rd</sup>, 2018 at approximately 11:59PM ET (the “Entry Period”). During the Entry Period, WBSL listeners will be encouraged to visit [wbsl.com/contests](http://wbsl.com/contests) where eligible participants can follow entry instructions to enter to win anytime during the Entry Period. Eligible Participants must fill out all required fields in order to enter the Contest.

**Entries Are the Sole and Exclusive Property of Sponsors:** All Contest entries and/or related submissions become the sole and exclusive property of the Sponsors upon transmission. Contest entries will not be returned and may be used by any Contest Entity for any purpose whatsoever related to the Contest, without additional compensation to the participant or any other individual or entity.

**False Fraudulent or Deceptive Entries or Acts:** Participants who, in the view of Sponsors, provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Contest will be disqualified and subject to criminal prosecution.

**PARTICIPATION PROBLEM DISCLAIMER:**

Even if alleged to be caused by the sole or partial negligence of the Sponsors, the Sponsors are not responsible for any problems which affect or result from participation or attempted participation in the Contest. This includes, but is not limited to, the following problems:

1. Incorrect, incomplete or inaccurate entry information;
2. Human errors;

3. Failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software;
4. Inability to send a text-message;
5. Identity theft;
6. Tampering, destruction or unauthorized access to, or alteration of, entries or computer data;
7. Network hackers or other unauthorized access to Sponsors' computer network;
8. Data that is processed late or incorrectly or is incomplete or lost due to wireless network, telephone network, computer or electronic malfunction or traffic congestion on wireless or telephone networks;
9. Printing errors;
10. Equipment malfunctions; and
11. Late, misdirected, lost, misplaced, illegible, mutilated or postage-due entries.

**PRIZES:**

One (1) winner will be chosen at random from all eligible online entries received to win the Trip Prize: A three-night stay in a four-bedroom St. Thomas villa courtesy of The Blue Sandcastle Villas in the U.S. Virgin Islands, including roundtrip coach airfare for two people. The aggregate prize value for the Contest is four thousand nine hundred ninety-nine dollars (\$4,999.00).

Prize is subject to travel and other restrictions imposed by Sponsors. The travel blackout dates are December 15, 2018 through March 15, 2019, as well as all National Holidays, including but not limited to: President's Day (February 18, 2019), Memorial Day (May 27, 2019), Independence Day (July 4, 2019), Labor Day (September 2, 2019), Columbus Day (October 14, 2019), Veterans Day (November 11, 2019), Thanksgiving Day (November 28, 2019) and Christmas Day (December 25, 2019).

Sponsors are not responsible for cancellations or delays in travel accommodations and have no obligation to reimburse, refund or otherwise substitute any tickets awarded as a part of a travel prize due to such cancellations or delays. Travel guest of winner must be at least 21 years of age or older. Winner and guest are responsible for all travel documents (such as government issued identification) required for travel. All other expenses and costs, not expressly listed above, including, but not limited to, federal, state, and local taxes, tips, meals, minibar, telephone calls, ground transportation (unless

otherwise specified), and entertainment are the prize winner's sole responsibility. Winner may be asked to provide a credit or debit card at time of check in. All travel risks, insurance, loss or damage due to prize acceptance or use is the sole responsibility of the prize winner. Sponsors will not be responsible for any loss, liability or damage arising out of the winner's acceptance or use of the prize. Prize winner may wish to obtain travel insurance (or other forms of insurance) at their own expense and hereby acknowledge that the Sponsors have not and will not obtain or provide travel insurance or any other form of insurance.

Sponsors are also not responsible for any cancellation or rescheduling of the performance for any reason and has no obligation to reimburse, refund or otherwise substitute the tickets for another prize should the performance not be rescheduled or vouchers not issued.

**TAXES:**

Winner is solely responsible for determining and paying all federal, state and local taxes (including any sales taxes). Any person winning over \$600 in prizes during any one-year period 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.

**ODDS OF WINNING:**

The odds of winning will depend on the number of eligible entries received.

**WINNER SELECTION:**

One (1) winner will be chosen at random from all eligible online entries received to win. Sponsors will contact the Winner on or about Monday, November 26<sup>th</sup>, 2018 via telephone or email or otherwise, depending on contact information submitted at the time of entry. Winner must contact Sponsors within 24 hours to claim prize or they forfeit the prize and another winner will be chosen at random.

**HOW TO CLAIM A PRIZE:**

**Claiming the Prize:** The Participant prize-winner must pick up their prize within thirty (30) days at Emmis' business office located at 395 Hudson Street, 7<sup>th</sup> Floor, New York, NY 10014. The prize may be picked up any time between the hours of 9:00 a.m. and 5:00 p.m. ET Monday-Friday but excluding holidays. The Sponsors have the right in their sole discretion to mail the prize to the winner. Where this occurs, the winner will initially be sent the required releases and prize claim forms along with a return, pre-paid overnight delivery air bill. Failure by the winner to return completed forms within five (5) business days of receipt of the forms may lead to forfeiture of the prize. Additionally, in the event the prize is mailed to the winner, the winner assumes the risk of the prize's safe arrival.

**Prerequisites to Prize Award:** Prior to being awarded a prize, winners and their guests are required to provide: (1) a valid government-issued photo identification depicting proof of age and (2) a valid taxpayer identification number or social security number. The social security number will be used for tax-reporting purposes. Sponsors reserve the right

to deny awarding the prize if the winner or guest fails to provide satisfactory identification, as determined in the Sponsors' sole discretion.

Winner is required to execute an Affidavit of Eligibility, Release of Liability, Travel Waiver, Indemnification and Publicity Release Agreement and a completed IRS W-9 before any prize is awarded. By entering the Contest, Participant agrees to execute these documents if selected as a winner. Except where prohibited by law, failure to execute any of these documents or comply with any of these terms will result in forfeiture of the prize. Winner's guests must be at least 21 years of age and are required to execute an Affidavit of Eligibility, Release of Liability, Travel Waiver, Indemnification and Publicity Release Agreement prior to receiving the companion travel ticket.

**Prize Forfeiture:** Any winner who fails to redeem, claim, or utilize the prize will forfeit the prize. Emmis reserves the right, in its sole discretion, to award unclaimed prizes to alternate contestants or not to award the unclaimed prizes.

**Additional Costs:** Any costs relating to the prizes are the sole responsibility of the winner.

#### **WARRANTIES AND REPRESENTATIONS:**

By entering and participating in the Contest, and in consideration thereof, each Participant individually warrants and represents to Sponsors that they: (i) meet the residency and age requirements at the time of entry; (ii) will be bound by these Rules and the General Rules, and by all applicable laws and regulations, and the decisions of the Sponsors; and (iii) waive any rights to claim ambiguity with respect to these Rules and the General Rules.

#### **RELEASE OF LIABILITY AND INDEMNIFICATION:**

As consideration for entering the Contest, all Participants agree to **RELEASE, DISCHARGE AND COVENANT NOT TO SUE** Emmis, Emmis Communications Corporation, Emmis Operating Company, Blue Sandcastle Villas, the other Contest Entities (as described above) and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, disc-jockeys, on-air personalities, shareholders, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the "Released Parties"), from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest, including, but not limited to, any claim that the act or omission complained of was **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

Additionally, as consideration for entering the Contest, all Participants agree to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties in any action or proceeding from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest or for their failure to comply with the terms of the above release provision. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram or any other Social Media Platform. By submission of an entry, Participant releases Facebook, Twitter, Instagram, and all Social Media Platforms from any responsibility or liability for the Contest's administration, prizes or promotion. You are providing entry information to the Sponsor and not to Facebook, Twitter, Instagram and all Social Media Platforms.

**PUBLICITY RELEASE:**

Unless prohibited by applicable law, Participant authorizes and irrevocably grants to the Contest Entities (as defined above) permission, from time to time, to reference and discuss Participant and their participation in the Contest on-air and/or on their websites in photographs, video recordings, digital images, audio recordings, as well as in publications, newsletters, news releases, other printed materials, and in materials made available on the Internet or in other media now known or hereafter developed for any purpose the Contest Entities deem proper. Such reference and discussion may involve Participant's name and voice, and other personal/biographical material or their participation on-air.

**DISQUALIFICATION:**

All Participants agree to be bound by these Rules. Non-compliance with any of these Rules will result in disqualification and all privileges of a Participant will be immediately terminated. Sponsors, in their sole discretion, further reserve the right to disqualify any person for: (i) tampering with the entry process or the operation of the Contest; (ii) gaining an unfair advantage in participating in the Contest; (iii) obtaining winner status using false, fraudulent or deceptive means; or (iv) engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior.

**CAUTION: ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF ANY CONTEST, TELEPHONE SYSTEMS OR WEB SITE, OR**

**UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

**RULES CHANGES AND INTERPRETATIONS:**

Sponsors reserve the right in their sole discretion to supplement or make changes to these Rules as well as the rules of any contest at any time without notice. Sponsors reserve the right in their sole discretion to interpret the rules of any contest, and such interpretation shall be binding upon all participants.

**AGREEMENT TO ARBITRATE:**

To the fullest extent permitted by law, by participating in the Contest, a Participant understands and agrees that:

- a. the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);
- b. any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations);
- c. any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event and under no circumstances will Participants be permitted to obtain awards for attorneys' fees, and Participants hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;
- d. any claim or dispute regarding the Contest or these Official Rules will be resolved pursuant to the laws of New York, without regard to the conflicts of laws and rules of New York;
- e. any claim or dispute regarding the Contest or these Official Rules will be resolved in a tribunal within the state of New York, and Participants submit to the jurisdiction of, and waive all objections to the jurisdiction or venue of, such tribunal; and

- f. if for any reason a claim or dispute regarding the Contest or these Official Rules proceeds in court rather than through arbitration, there will not be a jury trial.

The invalidity or unenforceability of any provision of these Official Rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

**GENERAL RULES/LIST OF WINNERS:**

Copies of these Rules and/or the General Rules may be obtained by sending a self-addressed stamped envelope to: WBLS USVI TRIP Contest Rules and/or Official Contest General Contest Rules, 395 Hudson Street, 7<sup>th</sup> Floor, New York, NY 10014. These Rules and the General Rules may also be found at [www.wbls.com](http://www.wbls.com).

For a list of any Contest winners send a self-addressed, stamped envelope to: WBLS USVI TRIP Contest Winners List, 395 Hudson Street, 7<sup>th</sup> Floor, New York, NY 10014.

**SPONSORS:**

Emmis Radio, LLC d/b/a WBLS-FM WBLS  
395 Hudson Street, 7<sup>th</sup> Floor  
New York, NY 10014

Blue Sandcastle Villas  
15-16 Frenchman's Bay  
St. Thomas, 00802, VI