

**WBL5 2023 “GRAND IN YOUR HAND” CONTEST  
OFFICIAL CONTEST RULES**

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

MediaCo Holding Inc. d/b/a WBL5-FM and/or WBL5 (“MediaCo” or “WBL5”) is giving WBL5 listeners a chance to win One Thousand Dollars (\$1,000.00) in the “GRAND IN YOUR HAND” CONTEST (the “Contest”). This Contest is governed by these Rules, as well as by MediaCo’s 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 MediaCo and by all other decisions of MediaCo 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 SPONSOR:**

The sponsor of the contest is MediaCo (the “Sponsor”).

**CONTEST CANCELLATION, SUSPENSION OR MODIFICATION:**

Sponsor reserves 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 eighteen (18) years of age or older and who have a valid driver’s license or government issued photo ID at time of entry. Sponsor reserves 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 MediaCo, Million Dollar Media (the “Administrator”), NuVoodoo Media, and 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 a WBLS contest in the last thirty (30) days or who have won prizes valued over Six Hundred Dollars (\$600.00) 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 on Thursday March 16, 2023, at approximately 12:00:00 AM ET and ends on Friday May 19, 2023 at approximately 11:59:59 PM ET (the “Entry Period”). Eligible participants can enter in the following way:

#### **Via the Internet:**

During the Entry Period, on **Thursday, March 16, 2023 through Friday, May 19, 2023**, WBLS listeners can listen Monday-Friday only during the 10AM ET, 12PM ET, 3PM ET, and 5PM ET hours to hear WBLS announce a particular, unique keyword (the “Keyword”) that is required for participants to unlock an online instant win scratch card game (the “Game”). WBLS, in its sole discretion, may choose to announce a Keyword more than one time, but there is no obligation to do so. When providing the Keyword on air, WBLS will spell the Keyword. Participants must submit only the Keyword, as it was spelled on air, in order to provide a qualifying submission. Once obtaining the Keyword on air, WBLS listeners will be prompted to enter the Contest by visiting [www.wblsgrandinyourhand.com](http://www.wblsgrandinyourhand.com) (the “Website”) and complete the registration page with all required information including their name, street address, city, state, zip code, phone number, and valid email address. After participants read and agree to these Contest Rules, they will submit the registration form, and then be directed to the keyword page to enter the respective keyword (the “Entry”) to unlock the Game. All online Entries must be fully complete for all required information and must be received by 11:59:59 PM ET on Friday, May 19, 2023 to be eligible. For each Game unlocked with a key word, one (1) eligible WBLS listener (as determined by WBLS in its sole discretion) will play the Game and will win a One Thousand Dollar (\$1,000.00) prize. For the avoidance of doubt, the Contest will not take place on Saturdays or Sundays during the Entry Period.

Keywords are only valid to be submitted on the Website per the following schedule:

Scheduled Announcement of Keyword	Keyword Expiration
10:00AM ET	12:00PM ET
12:00PM ET	3:00PM ET
3:00PM ET	5:00PM ET
5:00PM ET	7:00PM ET

For example, if a Keyword is scheduled to be announced at 10:00AM ET on Thursday, March 16, 2023 (and regardless of what time that Keyword was actually announced on air – e.g., 9:58AM ET, 10:00AM ET, 10:02AM ET, etc.) that Keyword will be valid for use until 12:00PM ET on Thursday, March 16, 2023, after which time the Keyword will expire and will no longer be valid for use for this Contest. Any attempt by an Entrant to enter the same Keyword more than one time or to use a Keyword after its expiration date or time in order to obtain additional attempts in the Contest is prohibited and may result in disqualification in the Contest, in WBLS’ sole discretion.

**Limit One Entry Per Person:** Entries are limited to one (1) per person and per valid email address during the entire Entry Period, but once registered, eligible entrants (“Entrants”) may participate in the Game up to four (4) times per day Monday-Friday only during the Entry Period. Your registered email address may be used to login for each return visit to participate in the Game. The same phone number may be used to register for the Contest a maximum of three (3) times by three (3) different participants. Administrator’s time clock shall be the sole determinant of the eligible time period.

**Entries Are the Sole and Exclusive Property of Sponsor:** All Contest entries and/or related submissions become the sole and exclusive property of the Sponsor upon transmission. Contest entries will not be returned and may be used by any Contest Entity for any purpose whatsoever related to any Contest, without additional compensation to the participant or any other individual or entity. Participation in the Contest constitutes permission for the Sponsor and its designees to use entrants’ names, cities and states of residence and/or likenesses for purposes of advertising and trade in any and all media now or hereafter known worldwide on perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. By participating and submitting an Entry, Entrant agrees that Station and participating parties are authorized to contact entrant via email, mail, phone or any other form of media to make Entrant aware of information pertinent to the Contest, and to distribute information regarding the Sponsor(s) featured products, special events or future contests, promotions or offers. Entrants may opt-out of any further email communication at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions.

**False Fraudulent or Deceptive Entries or Acts:** Participants who, in the view of Sponsor, 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.

**HOW TO PLAY:**

After completing an Entry (first time visitors) or logging in with your registered email address (for return visitors), visit the Keyword page and enter a valid Keyword. Upon successfully entering a valid Keyword, you will be directed to the Game on the Website. The Game page will display an image

of money bags. To determine if you are a prize winner, click on the image of money bags to “scratch” and reveal the image hidden underneath.

After “scratching” the money bag image on the game play screen, the Website will determine if the Entrant is a potential prize winner, and the Entrant shall receive an online message verifying if they are a potential winner or not. If they are not a winner, Entrant will receive a non-winning message. If the Entrant is determined as a potential winner, the Website will reveal an image of a winning WBLS-FM logo, and the potential winner will receive a winner confirmation message AND an associated unique prize claim code on their results page. If the Entrant reveals a ‘Try Again’ or ‘X’ and does not receive the winner confirmation message and a valid unique prize claim code for any reason, or receives the non-winning results message, then that Entrant will not be a prize winner for that game play attempt.

**PARTICIPATION PROBLEM DISCLAIMER:**

Even if alleged to be caused by the sole or partial negligence of the Sponsor, the Sponsor is 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. Incorrect, incomplete or skipped Keyword announcements by WBLS
4. Failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software;
5. Inability to send a text-message;
6. Identity theft;
7. Tampering, destruction or unauthorized access to, or alteration of, entries or computer data;
8. Network hackers or other unauthorized access to Sponsor’s computer network;
9. 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;
10. Printing errors;
11. Equipment malfunctions; and
12. Late, misdirected, lost, misplaced, illegible, mutilated or postage-due entries.

**PRIZES:**

A total, maximum number, of approximately sixty (60) prizes consisting of One Thousand Dollars (\$1,000) each will be randomly awarded each weekday Monday through Friday, during the Entry Period. Each eligible winner will receive a check in the amount of One Thousand Dollars (\$1,000.00). The total aggregate prize value of all prizes in this Contest is Sixty Thousand Dollars and Zero Cents (\$60,000.00).

No more than the advertised number of prizes will be awarded for any reason. Maximum of one prize award per person, email address or household during the entire Entry Period. After receiving a winning prize message or being determined as an eligible prize winner, Entrants may not be re-awarded another instant win prize during the entire Entry Period to the same individual email address or household. In the event two (2) or more Entrants in the same household receive a winning result message, only the first Entrant to have received a winning message will be designated as a prize winner. All remaining Entrants in that same household will be ineligible to win a prize.

No transfer, assignment or substitution of a prize is permitted, except Sponsor reserves the right to substitute a prize for an item of equal or greater value in the event an advertised prize is unavailable. Any difference between the actual value and the approximate retail value of any prize will not be awarded. No substitution or cash equivalent will be made.

In the event of any technical or programming errors, tampering, or any error or malfunction of any kind that results in more than the scheduled number of Entrants being notified they are a prize winner – then all such claimants shall be placed into a random drawing, and the actual scheduled number of prize winners as listed above will be randomly selected from all Entrants receiving a prize notification or submitting a prize claim. The maximum number of prize awards are as listed above, regardless of the number of Entrants who claim to have received, or who have actually received an online prize winner notification. If eligible entries are less than the scheduled number of available instant win prize awards available, then associated prize award shall not be awarded.

**TAXES:**

Winner is solely responsible for determining and paying all federal, state and local taxes (including any sales taxes). Any person winning over six hundred dollars (\$600.00) 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 a prize in the Contest will depend on the number of eligible entries received.

**WINNER SELECTION:**

There will be a total of sixty (60) winners in the Contest. On **Thursday March 16, 2023 through Friday, May 19, 2023**, during the 10AM ET, 12PM ET, 3PM ET, and 5PM ET hours to hear a Keyword. At those times, WBLS listeners will be prompted to visit the Website and enter the respective Keyword to unlock the Game. Approximately sixty (60) eligible WBLS listeners (as determined by

WBLS in its sole discretion) will win the online game and will win a One Thousand Dollar (\$1,000.00) prize. Contest winners via the online entry method will be notified that they have won the Contest at the time of game play and will also be contacted by email within four (4) weeks following the date on which they received their winner confirmation message and prize claim code, as indicated in the schedule above. For the avoidance of doubt, the Contest will not take place on Saturdays or Sundays during the Entry Period.

### **HOW TO CLAIM A PRIZE:**

**Claiming the Prize:** The Sponsor has the right in its sole discretion to mail the prize to the winner. Eligible Entrants receiving an online winner confirmation message must print or record their unique prize claim code and must follow the online instructions provided. The Sponsor has the right in its sole discretion to mail the prize to the winner. The winner will be sent the required releases and prize claim forms within four (4) weeks from their online notification. Winner is required to first sign the required forms and then email a photograph of each signed release and prize claim form to Sponsor at [promotions@wbls.com](mailto:promotions@wbls.com). Alternatively, a winner may mail the required forms to WBLS at Attn: WBLS “GRAND IN YOUR HAND” Contest, 395 Hudson Street, 7<sup>th</sup> Floor, New York, NY 10014. Participants acknowledge that any postal service mailing of the release forms to Sponsor may significantly delay the mailing of a prize. After receipt of all signed required releases and claim forms, Sponsor will either mail the prize to the winner. Failure by the winner to return completed forms within twenty-four (24) hours of receipt of the forms may lead to forfeiture of the prize. Notwithstanding the foregoing, if Sponsor does not receive the completed forms within seven (7) days, then the prize will automatically be forfeited.

Additionally, in the event the prize is mailed to the winner, the winner assumes the risk of the prize’s safe arrival. Prize winners must accept delivery of prize in the method as solely determined and designated by Sponsor. Prize shall be shipped to the designated winner residential address as provided at the time of entry and/or winner notification via USPS or other Sponsor designated shipping/mail carrier, or as otherwise designated by Sponsor. Allow up to approximately twelve (12) weeks for delivery. Once shipped, prize shall be considered awarded, delivered, and fulfilled, and Sponsor shall not be responsible for any prize shipment that is lost, late, delayed, undelivered, misdirected, misdelivered, damaged or stolen, or any incorrect shipping address provided by winner. In the event of any delivery issues, prize award shall not be replaced or substituted with any alternate prize award or compensation. Winner shall look solely to designated shipper/carrier and not to Sponsor for any delivery issues. Sponsor may elect to change the method by which winner claims the prize. Should Sponsor change the method by which a winner claims the prize, Sponsor shall promptly inform winner of the new prize claim process.

**Prerequisites to Prize Award:** Prior to being awarded a prize, winners 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. Sponsor reserves the right to deny awarding a prize if the winner fails to provide satisfactory identification, as determined in Sponsor’s sole discretion.

Winners are required to execute and return certain forms, including but not limited to an Affidavit of Eligibility, Release of Liability, Indemnification and Publicity Release Agreement, and a completed IRS W-9, within five (5) days of date of receipt, 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.

**Prize Forfeiture:** Any winner who fails to redeem, claim, or utilize the prize will forfeit the prize. MediaCo 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 Sponsor 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 Sponsor; 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** MediaCo WBS License LLC, MediaCo Holding Inc., Million Dollar Media, NuVoodoo Media, and 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 or any social media platform.

**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. Sponsor, in their sole discretion, further reserves 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, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

**RULES CHANGES AND INTERPRETATIONS:**

Sponsor reserves 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. Sponsor reserves 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 "GRAND IN YOUR HAND" 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.wbbs.com](http://www.wbbs.com).

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

#### **SPONSOR:**

MediaCo Holding Inc. d/b/a WBLS-FM  
395 Hudson Street, 7<sup>th</sup> Floor  
New York, NY 10014

**ADMINISTRATOR:**  
Million Dollar Media  
P.O. Box 278  
Woodbridge, NJ 07095