WEBE 108 Stamford Town Center Head of the Class 2020

OFFICIAL RULES

- 1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.
- 2. <u>Eligibility</u>. Subject to the additional restrictions below, the WEBE 108 Stamford Town Center Head of the Class 2020 (the "Contest") is open to residents of the state of Connecticut who are 18 years or older at the time of entry." Employees of Connoisseur Media ("Sponsor"), Stamford Town Center and each of their respective affiliated companies, subsidiaries, and advertising and promotional agencies, and the family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win. The term "family members" includes spouses, parents, grandparents, siblings, children, grandchildren and in-laws, regardless of where they live.
- 3. How To Enter. The Contest will begin at 12:01 a.m. (E.T.) on September 28th, 2020 and end at 9:00 a.m. (E.T.)] on Monday October 19th, 2020 (the "Contest Period"). Sponsor will be the official timekeeper for the Contest. Enter by visiting the WEBE 108 Stamford Town Center Head of the Class 2020 official registration page at webe108.com (the "Website") and completing all of the required information and following all posted instructions. By participating in the Contest, you agree to be bound by Sponsor's Privacy Policy https://www.webe108.com/privacy-policy/, which are hereby incorporated by reference. As part of the registration process, you must upload your short nomination. Maximum one (1) entry per person and per email address during the Contest Period.

The use of multiple identities and/or accounts is prohibited, and any attempt to obtain more than the stated number of entries will void that participant's entries and may result in participant's disqualification. Incomplete, forged, altered, automated, mechanically-reproduced, lost, late, misdirected, garbled, or illegible entries, or entries that do not meet the size or formatting requirements specified above, will be disqualified. Sponsor will not be responsible for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender, Sponsor, or Sponsor's Contest application service provider. In the event of a dispute, all online entries will be deemed to have been submitted by the owner of the ISP account from which they were sent, provided that such person satisfies all other Contest eligibility requirements. For these purposes, an ISP account holder shall mean the natural person assigned to such ISP account by the Internet access provider, online service provider or other organization responsible for assigning ISP addresses for the domain associated with such ISP account.

All entries become property of Sponsor and none will be returned. Any questions regarding the number of entries submitted or the owner of an ISP account shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons who submit false or misleading entry information or who Sponsor determines to be tampering with or abusing any aspect of the Contest.

4. Winner Selection.

At the end of the Contest Period a winner will be selected from the entries received by a staff of WEBE 108 and Stamford Town Center. If a winner cannot be selected via this process one will be selected at random from eligible entries received.

5. Prize Description. [

One (1) Grand Prize: Subject to verification of eligibility and compliance with these Official Rules, one (1) Grand Prize Winner will receive

- Powerbeats Pro
- \$25 Gift Card to Pieology
- \$25 Gift Card to GAP
- \$25 Gift Card to LOFT
- \$50 Gift Card to Barnes & Noble
- \$50 Gift Card to Vans
- \$75 Gift Card to Sunglass Hut
- \$100 Gift Card to Sephora
- \$150 Gift Card to Michael Kors
- \$250 Gift Card to The Capital Grille

ARV: \$ 1,000

6. <u>Winner Notification and Acceptance</u>. Potential winners will be notified on or about **October** 19th, 2020 at the telephone number or mail address provided on the potential winner's entry form.

In order to claim a prize, potential winner must respond to Sponsor's notification within forty-eight (48) hours of notice or attempted notice.

Potential winners may be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law), which must be returned within 1 day of notification.

Sponsor's inability to reach a potential winner after a reasonable (as solely determined by Sponsor) effort has been made, the failure of a potential winner to timely respond to a prize notification, the return of any prize notification as undeliverable, and/or a potential winner's failure to comply with any term or condition of these Official Rules may, in Sponsor's sole discretion, result in the potential winner's disqualification and the selection of a substitute winner will be chosen.

A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF PARTICIPANT'S ELIGIBILITY.

A winner may waive the right to receive a prize. Prizes are non-assignable and nontransferable and cannot be redeemed for cash. No substitutions allowed by winner. Prizes and individual components of prize packages are subject to availability. Sponsor reserves the right to substitute prizes or components of prize packages with a prize or component of equal or greater value. Winner is solely responsible for reporting and payment of any taxes on a prize. Winner may be required to provide his/her valid Social Security Number to Sponsor for tax purposes and/or complete an IRS W-9 form in order to claim a prize. Winners are solely responsible for all federal, state and local taxes on prize value and, as applicable, will be issued an IRS Form 1099 based on the prize value determined by Sponsor. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.

7. Participation. By participating, participants agree to be bound by these Official Rules and the decisions of Sponsor and any Contest judges or administrators selected by Sponsor, which are final and binding in all respects. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Contest as solely determined by Sponsor. In the event the Contest is compromised by a computer virus, non-authorized human intervention,

tampering or other causes beyond the reasonable control of Sponsor which corrupt or impair the administration, security, fairness or proper operation of the Contest, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Contest. Should the Contest be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date. Proof of sending or submission of an entry will not be deemed proof of receipt by Sponsor.

- 8. <u>Authorization</u>. BY ENTERING THE CONTEST, YOU REPRESENT AND WARRANT THAT (I) YOUR ENTRY IS ORIGINAL, WAS LEGALLY OBTAINED AND CREATED, AND DOES NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OR OTHER LEGAL, EQUITABLE, OR MORAL RIGHTS OF ANY THIRD PARTY; (II) YOU HAVE OBTAINED PERMISSION TO SUBMIT YOUR ENTRY FROM EVERYONE NAMED, DESCRIBED, OR APPEARING IN YOUR ENTRY AND FROM THE OWNERS OF ALL LOCATIONS APPEARING IN YOUR ENTRY, AND YOU CAN MAKE THOSE AUTHORIZATIONS AVAILABLE TO SPONSOR UPON REQUEST; (III) THE ENTRY YOU ARE SUBMITTING HAS NOT PREVIOUSLY BEEN PUBLISHED OR ACCEPTED FOR PUBLICATION AND IS NOT CURRENTLY UNDER CONSIDERATION FOR PUBLICATION; AND (IV) YOU WILL NOT DISSEMINATE OR OTHERWISE SUBMIT YOUR ENTRY TO ANY OTHER ENTITY FOR PUBLICATION.
- 9. Publicity Release. BY ENTERING THE CONTEST, YOU AGREE THAT SPONSOR, Connoisseur Media., Stamford Town Center AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") HAVE THE ABSOLUTE RIGHT AND PERMISSION TO PUBLISH YOUR ENTRY ON THE WEBSITE AND TO BROADCAST, PUBLISH, OR OTHERWISE USE YOUR ENTRY AND/OR YOUR NAME. BIOGRAPHICAL INFORMATION. AND LIKENESS IN CONNECTION WITH THE CONTEST OR FOR ANY COMMERCIAL. PUBLICITY. OR PROMOTIONAL PURPOSE WITHOUT LIMITATION, REVIEW OR APPROVAL, OR COMPENSATION TO YOU. BY ENTERING, YOU GRANT THE RELEASED PARTIES AN EXCLUSIVE, ROYALTY-FREE AND IRREVOCABLE LICENSE AND RIGHT (BUT NOT THE OBLIGATION) TO TELECAST, BROADCAST, COPY, EDIT, ADAPT, MODIFY, REPRODUCE, PUBLISH, CREATE DERIVATIVE WORKS OF, DISTRIBUTE, USE, OR OTHERWISE PUBLICLY DISPLAY ANY OR ALL OF YOUR ENTRIES, OR ANY PORTION THEREOF, IN ANY MANNER OR MEDIUM THROUGHOUT THE WORLD IN PERPETUITY, FOR COMMERCIAL, PUBLICITY, OR PROMOTIONAL PURPOSES, AND TO LICENSE OTHERS TO DO SO, WITHOUT LIMITATION, REVIEW OR APPROVAL, OR COMPENSATION TO YOU.
- 10. <u>Indemnification</u>. If Sponsor's use of your entry causes Sponsor to be subject to a claim by any third party, you agree to indemnify and hold harmless the Released Parties, and all persons acting by, through, under or in concert with them, against any and all damages, costs, judgments and expenses (including reasonable attorney's fees) which the Released Parties (or any one of them) may incur as a result of the use of your entry.
- 11. Release. BY PARTICIPATING IN THE CONTEST, EACH PARTICIPANT AGREES TO FULLY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, INJURIES, AND DAMAGES ARISING OUT OF THE CONTEST, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, LOSS OF ENJOYMENT, OR ANY OTHER HARM WHATSOEVER ARISING OUT OF: (1) PARTICIPATION IN THE CONTEST; (2) THE QUALITY, RECEIPT, POSSESSION, USE, OR MISUSE OF ANY PRIZE; OR (3) ANY TRAVEL OR ACTIVITY THAT IS RELATED TO THE CONTEST OR ANY PRIZE.
- 12. <u>Limitations of Liability</u>. BY PARTICIPATING IN THE CONTEST, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS CONTEST,

INCLUDING THE WEB SITE AND THE PRIZE(S), ARE PROVIDED "AS IS" AND THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR EMPLOYED IN THE CONTEST; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE CONTEST; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES, THE PROCESSING OF ENTRIES, OR THE NOTIFICATION OF ANY WINNER; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM A PARTICIPANT'S PARTICIPATION IN THE CONTEST OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

Only the number of prizes stated in these Official Rules is available to be won in the Contest. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the prize based upon judging based on panel of WEBE 108 and Stamford Town Center Staff.

- 13. <u>Construction</u>. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
- 14. <u>Sponsor</u>. The WEBE 108 Stamford Town Center Head of the Class 2020is sponsored by Connoisseur Media and Stamford Town Center. The decisions of Sponsor regarding the selection of winners and all other aspects of the Contest shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials or announcements relating to the Contest. For a list of winners (available after September 26th, 2020 or a copy of these Official Rules, visit WEBE108.com or send a self-addressed, stamped envelope to "Winners List/Official Rules" (as applicable), WEBE 108 Stamford Town Center Head of the Class 2020, WEBE 108, 440 Wheelers Farms Rd, Milford, CT 06461. If you have any questions regarding this Contest, please contact Steve Soyland at steve.soyland@connoisseurct.com.