

## OFFICIAL CONTEST RULES (“Rules”)

**Contest Name:** The Blitz 2021 Calendar Girls (“Contest”) (“Calendar”)  
**Radio Station:** 99.7 The Blitz, WRKZ-FM (“Station”)  
**Radio Station Address:** North American Broadcasting Company, Inc (“NABCo”)  
1458 Dublin Road, Columbus, Ohio 43215  
**Radio Station Telephone:** 614-481-7800

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.*** Contest is open to legal residents of the United States who are 18 years of age or older. Contestants must reside within the Columbus Metropolitan Survey Area. Odds of winning depend upon the number of eligible entries received during the Contest Period. NABCo will conduct its contests substantially as described in these Rules.

**ENTRY GUIDELINES:** Entries (“Entry”) should be a photograph of only one person and comply with ALL of the following:

- (a) Must be FCC compliant, including no use of indecent or obscene material or language;
- (b) Content should not infringe upon or violate any copyright, patent, trademark, trade secret, right of publicity, or other intellectual property, proprietary, or contractual right of a third party;
- (c) Content should not contain defamatory or libelous material or material which discloses private or personal matters concerning any person, without such person’s consent;
- (d) Content should not contain material that is illegal, contains nudity or is sexually explicit, or, by law, is obscene, profane or pornographic;
- (e) Content should not contain a misrepresentation or disparaging remarks about Contest Sponsor or its products, or of other individuals, products or companies;
- (f) Content should not contain material which implies or portrays graphic violence, excessive use of alcohol, illegal drugs, tobacco, vaping devices, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous;
- (g) Content should not contain material which is abusive or harassing towards any individual or group of individuals regarding race, sex, religion, creed, national origin, age, disability, gender identity or expression, sexual orientation or any legally protected classification. Specifically, this includes, but is not limited to, epithets or slurs, threats, intimidations, or hostile acts.

Photographs will be in good taste, as determined by the Station at the Station’s sole discretion and may not depict, or itself be in violation of any applicable law.

**WARRANTY:** By submitting an Entry you warrant and represent that the Entry is an original work created solely by you (or by others who have granted you authority to license the rights stated herein) and that the use of the Entry as licensed hereunder does not infringe upon any third party’s intellectual property rights, including copyrights, trademarks or other proprietary or personal rights. You warrant and represent that the Entry does not contain defamatory, inaccurate, abusive, obscene, profane, sexually oriented, or threatening material. The recorded or photographed material submitted shall be that of your own and/or that you control 100% of the rights to the publishing thereof. The Entry shall be free and clear of any claims by any person whose performances, images or depictions are embodied in the work, or any person rendering services in connection with the work. The Entry shall not contain any materials owned or controlled by a third party for which you have not obtained a license. The Station reserves the right to remove any Entry that it deems to be in violation of these Rules.

**CONDITIONS OF PARTICIPATION:** By participating in this Contest, you agree:

(a) to be bound by these Rules;

(b) as between you and the Station and the Contest Sponsor, that the decisions of the Station are final on all matters relating to the Contest;

(c) you are not participating on behalf of any employer or third party.

**OWNERSHIP AND ENTRY LICENSE GRANTED:** By entering this Contest you are not transferring ownership of your Entry to Station. However, in consideration of the chance to win a prize hereunder, and by submitting an Entry, you hereby grant to us a worldwide, non-exclusive, non-restrictive, royalty-free, sub licensable and transferable license to use, reproduce, distribute, transmit, make available, prepare derivative works of, display, and perform the Entry (including any title of the Entry and your name and likeness) in connection with the Station and the Contest (and all places where some or all content from the Station's website is available) and otherwise in connection with the Station and NABCo, including, without limitation, for promoting and redistributing part or all of the Station, its website, in any media formats and through any media channels now known or hereinafter developed without time limitation. You also hereby grant each user of the Station's website a non-exclusive license to access the Entry. If you do not grant the rights as set forth herein you cannot participate in this Contest.

**PUBLICITY RELEASE:** Additionally, you agree to grant to NABCo all rights to use any Entry that you submit, and the image, likeness, voice, name and photographs in the Entry or otherwise submitted or provided by you in any publicity or advertising relating to the Entry or NABCO and this Contest, without compensation or approval (except where prohibited by law) in any and all media now known or hereinafter developed without territorial, time or other limitations.

**DESCRIPTION OF THE CONTEST/PARTICIPATION:**

(a) **Contest Dates:** Entry solicitation will begin Wednesday, November 3, 2020 and end November 25, 2020 at noon EST;

(b) **How To Enter:** All entries must follow the Entry Guidelines set forth above. Submit your Entry by logging onto the Station website ([www.theblitz.com](http://www.theblitz.com)) beginning Wednesday, November 4, 2020, following the Contest links to register. Entries must contain all information requested to be valid. Incomplete and/or multiple entries will be disqualified. Only one entry per person is permitted. **BY ENTERING THIS CONTEST, YOU ARE VERIFYING THAT YOU ARE THE OWNER AND/OR PRODUCER OF THE SUBMITTED MATERIAL AND THAT NO THIRD PARTY OWNERSHIP RIGHTS EXIST TO THE MATERIAL SUBMITTED WHICH WOULD RESTRICT THE RIGHTS GRANTED HEREUNDER.** All Entries become the property of NABCo and will not be returned. NABCo is not responsible for lost, late, illegible, misdirected, mutilated, postage-due or incomplete entries;

(c) **How To Play:** Commencing with the Entry solicitation period as stated above, the Station will evaluate all Entries to deem them valid of participation and will post the photos on the Station website. Once Entries have been posted, the Station will invite listeners to view the photos and to Like their favorites.

(d) **How To Win:** At the conclusion of the listener Like period, the Station panel of judges will select 12 Entries to be the Calendar finalists. Decisions of the judges will be final. If any finalists are unable to verify their Entry registration information they will automatically be disqualified and their prize will be forfeited. The Station, at its sole discretion, reserves the right to select an alternate Entry(s) at that time. On a date and time to be determined by the Station, all 12 finalists will be invited to participate in a judging contest on criteria to be determined by the Station. Based on the score of all participating finalists, the finalist judged with the most points will be awarded the grand prize of being on the front cover of the calendar. NABCo is not responsible for any change of email address, mailing address and/or telephone number of entrants not properly reported to the Station. Notification by the Station to the

finalists is deemed to have occurred immediately upon placement of a telephone call or sending an email. NABCo is not obligated to leave a message. The Station/NABCo/Sponsor are not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify potential finalists.

**(e) Prize(s):** Each of the 12 finalists will receive a photoshoot with Laura Dark Photography including the use of wardrobe. From each finalist' photoshoot with Laura Dark, one photograph will be selected by a panel of judges from North American Broadcasting to appear in the calendar. The approximate retail value of the photoshoot is \$425. The Grand Prize winner will have her photograph on both the cover and on the inside of the calendar. Additional Grand Prize can be added later.

**(f) Calendar:** All finalists agree to allow their selected photograph to be included in the calendar.

#### **General Rules:**

- (a) No purchase is necessary to enter any Station contest;
- (b) To be eligible to win any prize there may be only one winner per household within a 30 day period. Any prize awarded to an ineligible listener will be deemed null and void, and an alternate eligible winner may be named;
- (c) Callers to the Station assume that the call will be broadcast or recorded and that NABCo is granted permission to broadcast the call or to record it for later broadcast;
- (d) As a contest winner, your voice, name and/or picture may be used for promotion, broadcast, or publication on the Internet;
- (e) Prizes awarded are not redeemable for cash nor is it transferable. No substitution for a prize will be made at the request of a winner. The Station reserves the right to substitute a prize of similar value;
- (f) Contest winners are responsible for applicable taxes on the total value of all aspects the contest awarded. Winners of all prizes with an aggregate value of \$600 or more will be required to complete the appropriate documentation at the NABCo Radio Station Address prior to receipt of the prize. Winners of all prizes with an aggregate value of \$600 or more within one calendar year will be sent an IRS 1099-MISC tax form;
- (g) In the event the winner is subject to or the subject of any order or legal process issued by any governmental agency or entity having jurisdiction over the affairs of the winner (i.e. garnishment, child support order, judgment, lien, and the like), delivery of the prize to the official representative of the governmental agency or entity claiming a right to the prize shall thus be deemed as Station having awarding the prize to the winner. Station shall be entitled to rely, in good faith, upon any documents presented by the representative seeking to collect the prize in lieu of the winner. Station shall not be liable for any claim by any winner for damages incidental thereto;
- (h) Contest is open to legal residents of the United States who are 18 years of age or older. Contestants must reside within the Columbus Metropolitan Survey Area. Odds of winning depend upon the number of eligible entries received during the Contest Period. NABCo will conduct its contests substantially as described in these Rules. Contestants must possess a valid form of identification bearing the picture of the contestant that is acceptable to Station and is received before the prize is awarded. Employees of Station, NABCo, their advertising agencies, affiliates, contest sponsors, as well as, the employees and immediate families of each, and employees of all media of mass communication within a one hundred mile radius of Station are not eligible to win any contest. Immediate family includes spouse, great-grandparent, grandparent, parent, brother, sister, child, grandchild, great-grandchild and dependent of the employee and their spouse. This also includes individuals for whom the employee or spouse is currently a legal guardian;
- (i) Winners will be expected to claim their prize at Station between the hours of 9:00am – 5:00pm, Monday through Friday (excluding holidays) within 30 days of being notified that they are a winner, unless there is an expiration date on the prize, which will be specifically stated;

- (j) All federal, state, and local laws and regulations apply. Contest is void where prohibited;
- (k) Station reserves the right to disqualify any winner if any contest rules are violated in any way;
- (l) Station and NABCo assumes no liability for situations, repairs, or incidents arising from any aspect of any prize awarded in any contest. Station, NABCo, their advertising agencies, affiliates, contest sponsors, employees, and immediate families of each absolve themselves and shall be held harmless from any action or liability arising from any contest or prize awarded in any contest;
- (m) As a licensee of the FCC and a trustee of public airwaves, Station reserves the right to interrupt and/or discontinue any contest or promotion (and not award the offered prize) at the discretion of Station management if world events, the national mood, or public safety so warrant;
- (n) Station reserves the right to amend the rules to any contest at any time. The judge's decision is always final;
- (o) For any contest requiring phone entry you must use only the following numbers (unless otherwise specified): phone (614) 821 9970 or (800) 821 9970; text to 99700 (standard text messaging rates apply). The Station has the final decision as to who is the winning caller;
- (p) Station shall have no responsibility for contestant's inability or failure to participate, failure to win or claim any prize based on malfunction or difficulties with telephone, cell phone, texting, email, or Internet access, or any other circumstances in any contest beyond Station's control;
- (q) The following are specifically related to Internet contests and The Blitz Nation email Club promotions on [www.theblitz.com](http://www.theblitz.com):
  - (i) All appropriate information in required fields must be filled out correctly and completely or you will be disqualified;
  - (ii) Internet contest registrations are limited to one entry per person. Any individuals using bots or manually creating multiple entries will be disqualified;
  - (iii) Contestants who register to participate on our website may be required to produce a printed proof of registration before being allowed to participate in the contest;
  - (iv) Due to the nature of programs that are heard on-line over the Internet, contests may not be heard at all or may be delayed from the time the contests are heard on the terrestrial broadcast. This delay can last for as much as 30 seconds or more. This means that when Station contests are played that requires a specific caller to telephone the radio station (such as "Caller number 9 when you hear the sound effect"), listeners to the on-line audio stream may be at a disadvantage in participating over those listeners who hear the contests on-air.