

# **General Contest Rules**

# available at



Entry or winning A PRIZE IS NOT REQUIRED TO MAKE A PURCHASE UNLESS OTHERWISE NOTED. Additionally, making a purchase won't increase your odds of winning.

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Additional Terms and Conditions

Entrants accept the exact rules, terms, and conditions specified by participating in an HRT contest on air and/or on the station's website.

### **Contest Description:**

HRT Radio is excited to announce its latest contest, where participants can win exciting prizes by taking part in various challenges or competitions. To enter the contest, participants must follow the official general contest rules and any specific contest rules that may apply to the particular challenge or competition. The contest may include trivia quizzes, musical performances, social media challenges, or any other fun activity that HRT Radio determines. The prizes may vary depending on the challenge or competition, and winners will be selected based on specific criteria outlined in the contest rules. Stay tuned to HRT Radio for more details on upcoming contests and opportunities to win big! Don't forget to text the letters "hrt" to 888.490.2763 for rules and updates.

# **Contest Descriptions**

Unless otherwise specified, all HRT RADIO, LLC contests will be described through electronic, print, or on-air advertising or promotion and regulated by these general contest rules.

# Eligibility

By participating in a contest, sweepstakes, or giveaway organized by HRT Radio, LLC d/b/a HRT Radio, every participant agrees to be bound by the official general contest rules ("General Rules") and HRT's interpretations of these rules. Specific contest rules may also be created for certain contests, and in the event of any conflict or disagreement between the specific contest rules and the general rules, the specific contest rules shall take precedence. **1. Eligibility**: The contest is open to legal residents of the United States who are at least 18 years of age or older at the time of entry, unless otherwise specified. Employees of HRT Radio and their respective affiliates, subsidiaries, advertising and promotion agencies, and immediate family members and/or those living in the same household of each are not eligible to participate.

**a. Entry:** To enter, participants must follow the instructions provided by HRT Radio, which may include submitting an entry form, answering a trivia question, or completing a task. Only one entry is allowed per person, unless otherwise specified.

**b. Winner Selection:** Winners will be selected at random or based on merit, as determined by HRT Radio in its sole discretion. Odds of winning depend on the number of eligible entries received.

**c. Prize:** The prize(s) will be described in the contest rules and may include cash, merchandise, or other items of value. The prize(s) is non-transferable, and no substitution will be made except as provided herein at HRT Radio's sole discretion.

d. Notification: Winners will be notified by email, phone, or mail, as determined by HRT Radio. If a winner cannot be contacted, does not respond within the time allowed, or fails to comply with these rules and regulations, the prize will be forfeited and an alternate winner may be selected.

e. General Conditions: By participating, entrants agree to be bound by these rules and regulations, as well as HRT Radio's decisions and the terms and conditions of any prize. HRT Radio reserves the right to cancel, suspend, or modify the contest at any time without notice.
I hope this summary helps provide a clear understanding of the general rules for a contest on HRT Radio.

HRT RADIO, LLC has the right to cancel, terminate, modify, or suspend any contest if it cannot be completed as intended due to any reason, including but not limited to computer viruses, tampering, unauthorized intervention, fraud, or technical failures of any kind. This decision is at the sole discretion of HRT RADIO, LLC.

#### **RESTRICTIONS AND LIMITATIONS OF LIABILITY:**

A household may only have one winner and one entry. Where it is forbidden by law, it is not valid. In each sixty-day (60) period, a listener may only win or qualify to win once. The sixty-day regulation may be extended by HRT Radio to cover the duration of any particular contest. All laws and rules-federal, state, and local -apply. HRT Radio, MBN Networks, their affiliates and subsidiaries, their officers, directors, agents, stockholders, insurers, and staff, as well as their advertising and promotional agencies and sponsors, disclaim all liability for any harm, loss, or damage sustained as a result of taking part in a contest or using a prize. The contestant, in exchange for their entry, as well as other excellent and valuable consideration, whose receipt and sufficiency are officially acknowledged, hereby covenants not to sue, fully releases, and forever discharges (i) HRT Radio, (ii) MBN Networks, and each of their respective direct and indirect subsidiaries, affiliates, partners, and related entities, (iii) each of their respective directors, officers, employees, agents, insurers, attorneys, shareholders, and representatives, (iv) each of their respective directors, officers, employees, agents, insurers, attorneys, shareholders, and representatives,

#### **DISQUALIFICATION AND PENALTIES:**

Each participant accepts these guidelines as binding. In addition, HRT Radio reserves the right, in its sole discretion, to disqualify any individual for (i) breaking any of the rules, (ii) interfering with the entry process or the proper functioning of the HRT Radio website, (iii) obtaining an unfair advantage in the contest, (iv) becoming a winner through fraud, or (v) acting in any other unsportsmanlike, disruptive, infuriating, harassing, or threatening manner. Additionally, any attempt to resell or auction complimentary prizes from HRT, if any, may result in disqualification from any upcoming HRT contests. ANY ATTEMPT BY A CONTESTANT OR ANY OTHER PERSON TO KNOWINGLY INFRINGE UPON, sabotage, or disrupt the normal operation of the contest, website, or telephone systems will be considered a violation of criminal and civil laws. It is also emphasizing that any contestant or other person who attempts to deliberately undermine the legitimate operation of the contest will face legal consequences, including HRT Radio seeking damages from such participants. In other words, HRT Radio will take legal action against anyone who tries to cheat, tamper with, or hack the contest in any way.

#### Workplace Restrictions:

It is the participant's exclusive responsibility to examine and comprehend the policies of their workplace regarding their ability to enter contests. If a participant enters this contest while going against the rules set forth by his or her employer, that participant may be disqualified from doing so and from winning any rewar

# **HOW TO ENTER:**

**Methods:** Contest submissions may be made using the methods specified by HRT RADIO, LLC for the contest or as otherwise stated. These typically involve all of the following entry methods, or a combination of them: (1) Call station direct line (2) postal mail, (3) email, (4) drop box, (5) web entry, or (6) text entry to the designated short code; all text entries must include a specific number, for instance: "text hrt" and a number. Participation is restricted to participants who had access to email, the internet, and/or text messaging (as appropriate) prior to the start of the contest, where entry is possible through email, the site, or texting.

#### **Entry Period:**

Entries must be submitted during the times specified in the advertisements or other rules for each Contest (the "Entry Period") and, unless otherwise specified, must include the Participant's name, address, daytime phone numbers, and age. The exclusive and exclusive owner of entries is HRT Radio, LLC. Upon transmission, all contest submissions and/or entries become the sole and exclusive property of HRT Radio, LLC. No contest entries will be returned, and they may be utilized for any contest-related purpose by any contest entity without further payment to the contestant or any other person or organization.

#### **Disclaimer of Responsibility for Entries:**

HRT RADIO, LLC disclaims all liability for issues relating to entries, including but not limited to those that are late, lost, damaged, incomplete, illegible, or unable to be completed due to electronic or technical issues. This disclaimer applies whether or not HRT RADIO, LLC was entirely or partially at fault for the issue.

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**Multiple Entries:** Unless HRT RADIO, LLC imposes restrictions, multiple entries are allowed. However, duplicate entries are not permitted and participation is expressly limited to one text per participant and per wireless account for text-message entry contests, unless otherwise stated. False, fraudulent, or deceptive entries or conduct will result in disqualification and criminal prosecution for participants who, in the opinion of HRT Radio, LLC, submit false, fraudulent, or deceptive entries or who commit false, fraudulent, or deceptive acts in connection with the Contest.

#### Rules for specific entry methods:

Phone-in competitions: All calls must be placed to the designated callin number(s) if a contest permits phone entries. In most cases, these numbers are 903.787.5587, 903.787.5883, and 888.490.2763. At that time, the winning criteria are typically also disclosed. Only calls that have been successfully completed to the specified number within the specified window of time will be qualified for or eligible to win.

Entries by Fax, Postal Mail, and Electronic Mail: If a contest accepts entries by facsimile, postal mail, or electronic mail, all entries must reach HRT Radio, LLC by the closing date for the entry period.

Fax entries should be sent to **844.314.9916**, mail entries should be sent to HRT Radio, Contest Entry (include the name of the Contest), **14622 Ventura Blvd Ste 2151 Sherman Oaks Ca, 91345**, and electronic mail entries should be sent to the email address specified during the Contest advertisement or announcement, unless otherwise specified. For any electronic mail entries, the owner of the email account shall be regarded as the Participant.

For a mail-in entry, only one Contest entry is allowed per envelope.

Drop Box Entries: Entries must be put in a designated entry box by the specified date if a contest accepts entry forms by deposit in an entry box. No purchase is necessary to place an entry in the official entry box, unless otherwise specified. Entries submitted on forms that have been replicated will not be accepted; only official entry forms will be accepted.

The name, voice, and content of all or any portion of a participant's call may be recorded and/or broadcast by HRT Radio, LLC. Any call-in participant agrees that such recording and use may take place, with the exception of cases where doing so would be illegal, and gives HRT Radio, LLC, permission to do so without further informing or compensating the participant.

**Web Entries:** If a contest allows participants to submit entries through the web, they must accurately fill out all needed fields; otherwise, the entry will be rejected as incomplete. Text Message Entries: Unless otherwise specified, text message entries for contests that accept them should be sent to 888.490.2763 Texting evidence is not regarded as entrance evidence. All wireless carriers may not offer this program, according to HRT RADIO, LLC. Only participating cellular carriers will offer the text messaging component of any Contest, and a wireless device that can send and receive two-way text messages is required.

The text messaging instructions provided by wireless device carriers may differ. Multiple text-message entries are banned for any contest unless HRT RADIO, LLC imposes other restrictions, and participation is explicitly limited to one text message per participant and per wireless account. Only the first text message entry received from a wireless account will be taken into consideration if several entries are received.

Any text message entry will be subject to ordinary text messaging rates unless otherwise stated. For each text message sent and received by a Participant while participating in a Contest, the Participant's wireless service provider may charge the Participant. Any contest where there is a fee for participation from the participant's wireless service provider should not be entered into.

#### **ADVISE REGARDING PARTICIPATION PROBLEMS:**

Even if it is claimed that HRT RADIO, LLC or another contest entity was solely or partially at fault, neither HRT RADIO, LLC nor the other contest entities are liable for any issues that arise as a direct or indirect result of a contestant's participation or attempted participation. This includes the following issues, but is not limited to them: faulty, insufficient, or incorrect entry information; human error faults in any software, wireless network, telephone network, internet service, computer system, server, or utility provider; failures, omissions, interruptions, deletions, or defects in any of these systems; being unable to send text messages; Identity fraud altering, deleting, or gaining illegal access to entries or computer data; Hackers who gain access to the computer network of HRT RADIO, LLC without authorization; data processing delays, errors, incompleteness, or loss caused by telephone or wireless network congestion, computer or electrical failure, or any combination of these; printing mistakes; Failures of the equipment; and Late, misdirected, lost, misplaced, illegible, mutilated, or entries that are postage due.

This is a legal statement that serves as an agreement between the participants of a contest and the entities that are hosting the contest. In consideration for entering the contest, the participants agree to release, discharge and covenant not to sue the entities HRT RADIO, LLC, MBN Networks or HRT TV Media, and other Contest Entities) and their respective affiliates, officers, employees, shareholders, agents, attorneys, predecessors, successors, and assigns from any claims, damages, charges, injuries, losses, proceedings, suits, actions, expenses, and attorney fees that may arise from their participation in the contest. This means that the participants cannot sue the entities hosting the contest or any of their affiliates for any injury, damage, or loss that may occur during their participation in the contest. This release of liability also covers claims of strict liability or negligence on the part of the entities hosting the contest. Furthermore, the participants agree to indemnify the entities hosting the contest against any claims, damages, charges, injuries, losses, proceedings, suits, actions, expenses, and attorney fees that may arise as a result of their participation in the contest. In other words, if the entities hosting the contest are sued by a third party due to the actions of a participant, the participant agrees to pay for any damages and legal fees incurred by the entities hosting the contest.

Participants in the contest are required to release the contest organizers from any and all liability for any harm or injury that may arise from their participation. The participants agree to indemnify, hold harmless, and defend the contest organizers in any legal action related to the contest. This release of liability applies even if the contest organizers were allegedly at fault for any harm or injury suffered by the participants.

Regarding Wyoming law, the participant expressly waives and relinquishes all rights and benefits afforded by any similar statute or common law principle that limits the scope of a release, including but not limited to Section 1542 of the Civil Code. The participant acknowledges that this release is intended to include, in its effect, without limitation, all claims that the participant does not know or suspect to exist at the time of execution, regardless of whether such claims are known or suspected to exist. The participant further acknowledges and agrees that this general release is intended to be as broad and comprehensive as permitted by law.

#### A CONTEST'S ODDS OF WINNING:

A contest's ODDS OF WINNING are based on the number of participants. Prizes: For each contest, the specific prizes and their values will differ. Each contest will have a separate announcement of the prize details. Except in the case that an advertised prize is not available, HRT Radio, LLC, has the right to substitute a prize for one of equal or better value. No transfer, assignment, or substitution of a prize is allowed. Any discrepancy between a prize's actual worth and estimated retail value won't be given. There won't be any cash equivalents or substitutions. If the prize awarded is unavailable, HRT Radio, LLC, retains the right to replace it with one of equal or better value.

HRT Radio, LLC is not responsible for canceled or rescheduled events and will not exchange tickets for another prize. Any travel included in the prize is also not the responsibility of HRT Radio, LLC in case of cancellations or delays. The Participant prize-winner is solely responsible for calculating and paying taxes, including sales taxes. Winners of prizes over \$600 will receive an IRS Form 1099 at the end of the year.

The criteria for selecting prize winners in the HRT Radio contest will be announced beforehand. If the contest involves answering trivia or performing in some way, the judges' decisions will be final. If a winner cannot be reached, the prize may be forfeited and given to someone else. Winners must pick up their prizes at the HRT Radio, LLC office, but sometimes prizes may be mailed. In this case, winners must return completed forms within five days or risk forfeiting the prize. Before receiving a prize, winners must provide a governmentissued ID and a valid taxpayer identification number or social security number for tax purposes. HRT Radio has the right to refuse to award the prize if the winner fails to provide satisfactory identification. The winner, along with their parent or legal guardian if they are a minor, may be required to sign legal documents such as an affidavit of eligibility or release of liability, a completed IRS W-9, and a publicity release before receiving the prize. If the prize involves travel tickets with a partner, the partner must meet certain age requirements and sign a similar document. Failure to comply with these terms will result in the forfeiture of the prize. The winner has 30 days from the date of selection to claim and pick up their prize, and any related costs are the sole responsibility of the winner. HRT Radio, LLC, reserves the right to award unclaimed prizes to alternate contestants or not to award them at all.

**PUBLICITY RELEASE:** Subject to any restrictions imposed by law, Participant authorizes and irrevocably grants to HRT Radio, LLC, and the other Released Parties (as defined above) permission to, from time to time, reference and discuss Participant and their participation in the Contest on-air and/or on their website(s) in photos, videos, digital images, and audio recordings, as well as in publications, newsletters, news releases, and other printed materials and in materials used in marketing. The participant's name, voice, and other personal or biographical information may be mentioned, as well as their involvement on-air.

Participants in the contest must abide by the General Rules, failure to do so will result in disqualification and termination of privileges. HRT Radio reserves the right to disqualify participants for tampering with the entry process, gaining an unfair advantage, using fraudulent means, or engaging in unsportsmanlike behavior. Deliberate attempts to disrupt the contest's normal operations are illegal and subject to damages. HRT Radio has the right to modify or supplement the general rules or contest rules at any time without notice. HRT Radio LLC has the sole discretion to interpret the rules of any contest, and all participants are bound by the interpretation. The contest is governed by and construed in accordance with the laws of the State of Wyoming, and participants submit to the jurisdiction and venue of the federal and state courts of Wyoming. Participants are not entitled to injunctive or equitable relief, and may not restrain the continuation of any contest. Copies of the general and specific contest rules may be obtained by sending a self-addressed stamped envelope to HRT Radio, and can also be found on their website.

**ADDITIONAL TERMS AND CONDITIONS:** HRT Radio maintains the right to interpret any contest's regulations in its sole discretion; this interpretation is binding on all participants. HRT Radio disclaims any liability for any administrative blunders that may occur during the conduct of any contest. The station's official rules are posted on its website, www.hrtradio.com.





