

**WIRK – We Want to Say Thank You to all of our Hometown Heroes Contest  
Official Rules**

**NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.**

- 1. Eligibility:** Listeners who are 18 years of age or older and reside in South Florida may nominate their favorite hometown hero (“Nominator”) in the We Want to Say Thank You to All of our Hometown Heroes Contest (the “Contest”). Each hometown hero being nominated in the Contest must be at least 18 years of age or older and reside in South Florida and currently working as a hometown hero at the time of entry (each, a “Hometown Hero”). **PLEASE NOTE** that the Hometown Hero is the person who may be deemed the Grand Prize winner, and **not** the Nominator. A Nominator may NOT nominate themselves as the Hometown Hero. Employees of Hubbard Radio West Palm Beach, LLC and its station WIRK, 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407 (the “Sponsor”), Hicks & Motto Attorneys at Law (collectively, the “Promotional Participants”), Hubbard Radio, LLC (collectively with Sponsor and Promotional Participants, the “Released Parties”), any radio, television or other media companies located in the South Florida area, or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Contest and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. Contest Period:** Nominators may submit their nomination in this Contest beginning at or about 9:00:00 AM Eastern Time (“ET”) on May 26, 2020 and ending at or about 11:59:59 PM ET on December 31, 2020 (“Nomination Period”).
- 3. How to Enter:** To enter, Nominators can visit [www.wirk.com](http://www.wirk.com) during the Nomination Period, find the Contest tab, then find the “We Want To Say Thank You to All of our Hometown Heroes Contest” tab to find and complete the online official entry form, which includes the Nominator’s name, phone number and email address, and; the Hometown Heroes’ Name, and Phone Number, along with a photo of the Hometown Hero, and an essay (no more than 250 words) about why you are nominating that Hometown Hero and why they deserve to which may be aired on WIRK without further notice or approval. Limit one (1) Hometown Hero per Nominator. Sponsor is not responsible for internet or telephone line unavailability, incomplete uploads of any nomination or other technical problems that may arise in connection with your entry into the Contest. Any attempt by any participant to enter by using multiple/different identities, or any other methods may disqualify that participant from winning any prize, at the sole discretion of Sponsor. By submitting a nomination, you hereby acknowledge and agree that your nomination may be aired on WIRK without prior consent by or notice to the entrant and for no additional compensation.
- 4. How the Winner is Chosen:** Every Friday starting June 4, 2020, eighteen (18) Grand Prize winning Submission will be selected by Sponsor from among all eligible Submissions received using the following judging criteria and percentages: (1) the description of why you think the Hometown Hero deserves to be recognized and deserves to win (51%) and quality of essay and photo submitted (49%). The Submission with the highest overall score will be deemed the Grand Prize winning Submission. In the event of a tie, the Submission with the highest score in the description of why you think the Hometown Hero deserves to be recognized and deserves to win category will be deemed the Grand Prize winning Submission from among all tying Submissions. Sponsor

reserves the right not to award the Grand Prize in the event not enough sufficient and eligible Submissions are received during the Contest Period. The Nominator with the winning Submission will be notified by telephone and/or email on or about the day of or after the judging and will be required to help Sponsor reach the Grand Prize winning Hometown Hero.

5. **Prizes and Approximate Retail Values (“ARVs”) – Eighteen (18) Grand Prizes** – A \$250.00 Amazon Gift Card. ARV: \$250.00 (Total Cumulative Approximate Value of Prizes \$4,500.00). Gift card is subject to the terms, conditions and restrictions printed on the gift card. Sponsor reserves the right in its sole discretion to substitute the prize, or any portion thereof, for one of equal or greater value, for any reason. Prize is non-transferrable, not substitutable and not redeemable for cash. Sponsor may substitute the prize for one of equal or greater value at Sponsor’s sole discretion for any reason. Grand Prize winner may be required to sign a liability and/or publicity release (“Prize Release”) prior to issuance of a prize. A 1099 form may be submitted to all appropriate taxing authorities, and by signing a Prize Release, the Grand Prize winner accepts the Grand Prize, and even if the Grand Prize winner does not use the Grand Prize, he/she will be responsible for the applicable taxes. The Grand Prize winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules.
6. **Claiming the Prize:** Upon winner verification, **as a condition of being named an official winner**, each potential winner must sign and return the Release Forms to the Station via email or mail within **ten (10) business days** of receiving the Release Forms, or prize may be forfeited at Sponsor’s sole discretion. All unclaimed or returned prizes remain the property of Sponsor. Upon receipt of the Release Forms, the winner will, as determined solely by Sponsor, be told how they will receive their prize in one of three ways as follows: **(1) Prize Pick-Up: as a condition of being named an official winner**, each potential winner must claim his/her prize in person at Sponsor’s studios located at 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407 during normal business hours (Monday-Friday, 9:00 a.m. to 5:00 p.m.) within **ten (10) business days** of the day he or she wins to verify that he/she is the qualified winner and must sign a Publicity and Liability Release (“Release”) upon (and as a condition of) picking up the Grand Prize. Failure to comply with this deadline shall be deemed to be the winner’s forfeiture of his or her right to claim the Grand Prize. The winner must prove he or she is a qualified winner by presenting acceptable identification (e.g., state driver’s license; state issued identification card; valid passport with address verification; or birth certificate with social security card and photo identification and address verification). If a winner cannot prove he or she is a qualified winner, the prize will not be awarded. **OR (2) Prize Mailed:** Sponsor will mail out the prize to the winner. Sponsor is not responsible for lost, late, mutilated, damaged or delayed mailing of any prizes. All unclaimed or returned prizes remain the property of Sponsor.
7. **Participation Conditions/Release/Consent to use Likeness:** By participating, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Contest; (b) release and hold harmless the Released Parties from and against any and all claims, expenses and liability, including, but not limited to, negligence and damages of any kind to persons and property, including, but not limited to, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's participation in this Contest and acceptance or use or misuse of prize; (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney’s fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use or misuse of prize; and (d) allow Sponsor’s use, for promotional purposes, of his/her likeness, voice and/or address (city/state) without any additional compensation.

- 8. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the participation process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. 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 provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 9. Limitations of Liability:** The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized 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 participation process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of phone calls; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any Prize.
- 10. Disputes/Governing Law:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court of Florida; (2) 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 attorneys' or legal fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with this Contest shall be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any choice of law or conflict of law rules (whether of State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.
- 11. Contest Winners/Official Rules:** For a copy of these official rules see the Website until June 3, 2018, or the name of the Contest winner (available after May 6, 2018), send a hand-printed, self-addressed, stamped envelope by April 21, 2020 to: Winners List/Official Rules (designate which), WIRK We Want to Say Thank You to All of Our Hometown Heroes 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407.

**12. Sponsor:** Hubbard Radio West Palm Beach, LLC and its station WIRK, 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407