

**Palm Beach Country Small Business Advertising Award 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 NOMINATOR AGREES TO THESE OFFICIAL RULES.

BY SUBMITTING A NOMINATION, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOUR NOMINATION MAY APPEAR ON SPONSOR'S WEBSITE, SOCIAL MEDIA CHANNELS, AND ON RADIO BROADCASTS OR STREAMING ONLINE, WITHOUT PRIOR CONSENT BY OR NOTICE TO THE NOMINATOR OR NOMINEE AND FOR NO ADDITIONAL COMPENSATION.

- 1. Eligibility:** Nominators of the Palm Beach County Small Business Advertising Award Contest ("Contest") can be those who are 18 years of age or older and are legal residents of the West Palm Beach Florida area ("Nominator"). Nominators may nominate any business who meets the Nominee Criteria set forth below ("Nominee"). PLEASE NOTE The Nominator and Nominee MAY be the same person (i.e., you may nominate your own business, even if you are the sole owner of the business). Employees of Hubbard Radio West Palm Beach, LLC, 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407 (the "Sponsor"), 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 (collectively with Sponsor, the "Contest Entities") 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 Nominator'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.

Nominee Criteria: Nominee's must be incorporated and have corporate domicile in Palm Beach County, Florida. Non-profits and 501(c)s are not eligible for this Contest. Sponsor reserves the right to request any verification documents prior to awarding any Prize, and may reject any documents in their sole discretion. Each qualifying Nominee's business must also meet the following criteria:

- i. Annual revenue less than \$5 million in fiscal year 2019;
 - ii. Incorporated and active as a business for a minimum of two (2) years;
 - iii. Must not be in a competitive industry to Sponsor; and
 - iii. May not be a business that is a religious institution, in the adult entertainment industry, a government entity, a school, a political affiliation, CBD-related or marijuana-related business.
- 2. Contest Period:** The Contest begins at or about 12:00:00 AM Eastern Time ("ET") on August 24, 2020 and ends at or about 11:59:59 p.m. ET on September 20, 2020 (the

"Contest Period"). The Contest Period consists of two (2) periods consisting of: (1) a submission period where Nominator's may submit their Nomination which begins at 12:00:00 ET on August 24, 2020 and ends at 11:59:59 PM ET on September 20, 2020 ("**Nomination Period**"); and (2) a judging period when members of a panel of judges score the Nominations as set forth below which will begin on September 21, 2020 and end on October 2, 2020 ("**Judging Period**").

3. **How to Enter the Contest Portion of the Contest:** To enter, Nominators can visit one of Sponsor's radio station's websites at: www.X1023.com, www.Party963.com, www.Sunny1079.com, www.wrmf.com, www.Newcountry1031.com, www.850wftl.com, www.FoxSports640.com (each, a "Website" or collectively, "Websites") during the Nomination Period, find and complete the online official entry form ("Entry Form"), which includes providing an essay in 300 words, describing the Nominee's response to COVID-19 pandemic, community service, business culture and employee loyalty (each, a "Nomination"). Nominations should include specific examples. To be eligible, each Nomination must include the name of an officer, director, or authorized representative of the Nominee's business. 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 multiple Nominations by using multiple/different identities or any other methods may disqualify that participant or their Nominees from winning any prize, at the sole discretion of Sponsor. **By submitting a Nomination, you hereby acknowledge and agree that the Nomination, or portions thereof, may be shown on Sponsors website, other social media channels, and on radio broadcasts and streaming online without prior consent by or notice to the Nominator and for no additional compensation.** Further, each Nominator certifies that the Nomination is his or her own original work, and that he or she has the right to allow the publication of the Nomination without restriction, that the Nomination is suitable for publication (e.g. it does not contain any obscene, indecent, or defamatory content), and Sponsor's use of the Nomination will not infringe the rights of any third parties (e.g., copyrights, rights of publicity, etc.).
4. **Privacy Policies and Data Collections:** Information provided by you for this Contest on the Entry Form, is subject to Sponsor's privacy policy located at <http://corporate.hubbardradio.com/privacy-policy/>. By entering this Contest, each Nominator agrees that the Sponsor has the right to contact the Nominator by phone, mail or email address(es) provided on the Entry Form at the end of the Judging Period to administer and fulfill the contest portion of this Contest. Thereafter, Sponsor will only contact Nominator as expressly provided for in accordance with their respective privacy policies and as otherwise set forth in other sections of these Official Rules.
5. **Judging Period/How Contest Finalists are Chosen:** Then, during the Judging Period, each eligible Nomination will be judged using the following judging criteria and percentages: how well the essay describes the Nominee's response to COVID-19 pandemic (25%); the Nominee's community service (25%); the Nominee's business culture (25%), and; the Nominee's employee loyalty (collectively, the "Judging Criteria"). The five (5) Nominations with the five (5) highest overall scores using the Judging Criteria will be deemed the Grand Prize winners. In the event of a tie, the Nomination with the highest score in the how well the essay describes the Nominee's response to COVID-19

pandemic category will be deemed the winner from among all tying Nominations. Sponsor reserves the right to select fewer than five (5) Grand Prize winners in the event not enough sufficient and eligible Nominations are received during the Nomination Period. **The Nominator whose Nomination is selected as a potential Grand Prize winner will be notified by telephone and/or email on or about the day of or after the end of the Judging Period and will be required to help Sponsor contact the Nominee featured in the Nomination (hereinafter, a "Winner") within two (2) business days of Sponsor notifying the Nominator. In the event Sponsor is unable to reach a Nominator, or unable to contact the potential Winner within two (2) business days following the initial notification to Nominator, that potential Winner may, at Sponsor's sole discretion, forfeit his/her right to be deemed an official Winner, and an alternate Winner may be selected by Sponsor, at Sponsor's sole discretion, using the Judging Criteria set forth above, time permitting.**

THE POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST.

6. **Prizes and Approximate Retail Values ("ARV") - Five (5) Grand Prizes - Each Winner/business will receive:**

Palm Beach County Small Business Advertising Award will include:

- The complete services of the Hubbard West Palm Beach team.
- A comprehensive marketing analysis will be performed prior to making any marketing or advertising recommendations.
- The Hubbard team will develop a customized solution and present it to each business in writing within 20 days of the award.
- All digital and radio creative will be developed by the Hubbard Creative Team
- A \$20,000 advertising campaign that will run on any of the Hubbard Radio Stations and/or digital assets.
- Advertising award must be used between October 5, 2020-October 4, 2021.
 - **Blackout dates** for radio spots due to political window:
September 21, 2020-November 3, 2020.

ARV: \$20,000 in promotional and advertising value

The prize is non-assignable and non-transferable and not redeemable for cash. Sponsor reserves the right, in its sole discretion, to substitute the prize, or portion thereof, for one of equal or greater value, for any reason. The Winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Winners are solely responsible to pay all local, state and federal taxes associated with accepting the prize. Sponsor will mail out the prize to the winner. Sponsor is responsible for lost, late, mutilated, damaged or delayed mailing of any prizes. All unclaimed or returned prizes remain the property of Sponsor. Winners understand and acknowledge that a 1099 form will be submitted by Sponsor to all appropriate taxing authorities for the value of the Prize as set forth in these Official Rules.

- 7. Verification of Potential Winners:** In order to be confirmed as a Winner, and without limitation of any other terms herein, each potential Winner may be required upon Sponsor's reasonable request to provide satisfactory proof, as determined by Sponsor in its sole discretion, that such potential Winner is an eligible Nominee or Nominator, including but not limited to providing a copy of a potential Winner's government-issued identification and/or additional information required by Sponsor in order to verify eligibility and compliance with these Official Rules and be declared an official Winner. Winners may be required to sign and return to Sponsor, within five (5) days of the date notice is sent, an affidavit of eligibility and/or a liability/publicity release (except where prohibited) in order to claim his/her prize, or such other documents as Sponsor deems necessary, in its sole discretion (collectively, "Prize Claim Documents"). If a Winner cannot be contacted pursuant to the requirements set forth in Official Rule #5 above, or fails to sign and return the Prize Claim Documents within the required time period, such potential Winner may be disqualified and may forfeit his/her prize.
- 8. Entry Conditions and Release:** By entering, each Nominator and Winner 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 Sponsor, its parent companies, affiliates, and subsidiaries, and the officers, directors, employees, representatives, and agents (collectively, 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 entry or Nomination, creation of an entry or Nomination or submission of an entry or Nomination, participation in the Contest, acceptance or use or misuse of prize and/or the broadcast, exploitation or use of entry or Nomination; and (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 Nominator's and Winner's participation in the Contest and/or Nominator's and Winner's acceptance, use or misuse of prize.
- 9. 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, hurricane, pandemic, natural or man-made epidemic of health of 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. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the Winners in a random drawing from all eligible Nominations received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each Nominator's sole and exclusive remedy under such circumstances. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other Contest 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.

10. Limitations of Liability: The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by Nominators, Winners, 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 entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Nominator's participation in the Contest or receipt or use or misuse of any Prize. If for any reason a Nomination is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Nominator's sole remedy is another Nomination in the Contest, provided that if it is not possible to award another Nomination due to discontinuance of the Contest, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible Nominations received up to the date of discontinuance for any or all of the Prizes offered herein. Nominator and Winner further agree and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover Prize at its sole discretion.

11. Disputes/Governing Law: Nominator and Winners agree that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, other than those concerning the administration of the Contest, or the determination of Winners or for any disputes arising from the loss or injury from the participation in a Prize, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Official Rules (except for any disputes arising from the loss or injury from the use of Prizes) shall be submitted to final, binding arbitration conducted in Florida under the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. before a single, neutral arbitrator who is a former or retired Florida state or federal court judge with experience in entertainment matters who shall follow Florida law and the Federal Rules of Evidence and have no authority to award punitive damages. Any party may enforce a final arbitration award in any court of competent jurisdiction in Florida, including an award of costs, fees and expenses incurred in enforcing the award. Notwithstanding the foregoing, Released Parties shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Official Rules) in the state and federal courts of Illinois. Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of these Official Rules), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Florida; (iii) 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' fees; and (iv) under no circumstances will Nominator be permitted to obtain awards for, and Nominator hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Nominator and Sponsor in connection with the 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 the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida. **EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO TRIAL BY JURY FOR ANY CLAIM OR PROCEEDING ARISING OUT OF THE CONTEST OR THESE OFFICIAL RULES.**

12. Contest Winners: For the Contest Winners' names (available after October 5, 2020), send a hand-printed, self-addressed, stamped envelope by October 5, 2020 to: Winners List, Palm Beach County Small Business Advertising Award Winners, Hubbard Radio West Palm Beach, LLC, 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407.

13. Official Rules: For a copy of these Official Rules, visit one of Sponsor's radio station's websites at: www.X1023.com, www.Party963.com, www.Sunny1079.com, www.wrmf.com, www.NewCountry1031.com, www.850wftl.com, www.FoxSports640.com

14. Sponsor: Hubbard Radio West Palm Beach, LLC, 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407.