

OFFICIAL CONTEST RULES

FOR WPXC/WFRQ/WHYA/WKIFY operated by CodComm, Inc.
(hereinafter referred to as “Station”)

“Stay and Go from Cape Cod to Cancun”

Section 1 **Contest**

- a. The Station, operated by CodComm, Inc., is promoting a contest beginning Monday, November 8, 2021 and ending on Sunday, December 12, 2021. Station may terminate or change contest and prizes at any time or change dates in its sole and absolute discretion.
- b. Potential qualifiers will listen to Station for “Cue to Call” from announcer. Once announced, the correct caller through is qualified to be a finalist in the “Stay and Go from Cape Cod to Cancun” giveaway which includes:
 - Three (3) certificates good for one (1) night each at the Cape Codder Resort & Spa in Hyannis, MA
 - Prize letter to be redeemed for a 3 night, all-inclusive stay at Secrets Playa Mujeres Golf & Spa Resort in Cancun, Mexico.
- c. A total of 80 finalists will be selected at random from the pool of collected qualifiers from Monday, December 7, 2021 through Friday, December 10, 2021. Finalists will be invited to be in attendance at a “giveaway party” at Katie’s Burger Bar, 334 Main Street, Hyannis, MA on Sunday, December 12, 2021 from 2p-4p. Attendance is required in order to remain eligible to win prize.

Section 2 **How to Qualify**

- a. No purchase is necessary.
- b. Qualifiers must be 21 years of age or older to participate.
- c. When listeners hear the cue/solicit to call they will call Station at stated phone number and the correct caller, if eligible, will be qualified to win the “Stay & Go from Cape Cod to Cancun” giveaway.
- d. Contest is open to all U.S. residents. All employees, agents, successors, interns, and assignees of CodComm, Inc., employees of other radio or television stations and members of their immediate families are ineligible. The term “immediate

- family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws", or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension and any other persons residing at the same household whether or not related. Participants and winner(s) must be U.S. residents.
- e. Only one winner per prize. No "duos," groups, or teams will be allowed to enter together. Any ties, disputes, conflicts, questions, or concerns, regarding the Contest and/or the prize(s), will be handled by the CodComm, Inc. whose decision(s) are final and indisputable.
- f. Participants are restricted to the use of ordinary telephone equipment. Participants that enable the "Caller ID" block function may not be allowed to participate unless they enter their correct area code and telephone number. Station disclaims all liability for the inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond Station's control, or otherwise. Station disclaims all liability for any delays, mis-delivery, loss or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Station is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in this contest. CodComm, Inc. stations are not responsible for broken telephone connections, busy signals, mis-dials or lost phone calls.

Section 3

Acceptance and Delivery of Prize

- a. All prizes must be accepted as awarded. All prize(s) are non-transferable. Inability to accept or deliver prize(s) will result in forfeiture. CodComm, Inc. retains the right to substitute prize(s) with other prize(s) of equal or greater value in the event the original prize(s) offered is not available for reasons beyond the reasonable control of CodComm, Inc.. Any valuation of the prize(s) awarded is based on available information provided to Station, and the value of any prize (as determine by Station in its sole discretion) awarded to a winner may be reported for tax purposes as required by law.
- b. It is anticipated that qualifiers should have possession of the their qualifying prize within 80 days of winning, however, CodComm, Inc. makes no guaranty as to the actual delivery date.

- c. All Contest(s)/Prize(s) subject to Federal, State, and local regulations and laws and are void where restricted or prohibited by law.
- d. If prize(s) includes travel, lodging, entertainment, special event, or an automobile, the winner(s) is responsible for all taxes, expenses, tags, title, licensing and registration fees and gratuities not expressly included in and as part of the prize(s). Winners agree to all blackout periods, space availability requirements, etc., as stated by the Station and Contest prize partner(s), which shall include hotels, airlines, train travel, ship/boat travel, etc. Winner(s) agree that acceptance of any trip as a prize(s) from Station does so entirely upon their own initiative, risk, and responsibility.
- e. Winner(s) must use their true, legal, name when playing contests or claiming prize(s) and may not win any contest under an assumed name. Winner(s) will be disqualified and prize(s) forfeited if they are found playing under an assumed name or alias.

Section 4 **Conditions of Winning**

- a. Any person winning over \$600 in prizes from Station will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.
- b. Each winner is solely responsible for reporting and paying any and all applicable Federal, State, Local and other taxes. Each winner must provide Station with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Failure to timely provide such information and/or any other reasonably required documentation, including, without limitation, a release and affidavit of eligibility, may result in delay in receiving prizes or the forfeiture thereof. Prizes are not transferable or redeemable for cash.
- c. By participating, all participants and winner(s) grant CodComm, Inc. the permission to use their names, characters, photographs, voices, and likeness in connection with the promotion (via print, broadcast or other forms of media) of this and other contests and waive any claims to royalty, right, compensation or remuneration for such use. By calling the contest lines, voices and names may be recorded and used for promotional or broadcast purposes.
- d. All winners must sign a release agreement to accept prize.

Section 5 **Release**

Contest participants and winners, on their own behalf and on behalf of their heirs,

successors, representatives and/or assigns, hereby fully and forever remises, releases and discharges CodComm, Inc. and each and all of its subsidiary and affiliated corporations, companies and divisions, its predecessors, successors and assigns, and its respective directors, stockholders, officers, employees and agents, of and from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses and liabilities, of whatsoever kind or nature, in law, equity or otherwise, whether known or unknown, whether or not concealed or hidden, which against it or any of it, they have had, may have had or now have, or which any of their heirs, representatives and assigns hereafter can, shall or may have for or by reason of any matter, cause or thing whatsoever, including but not in any respect limiting the generality of the foregoing, any and all claims which or might have asserted relating to this contest.

Section 6 **Indemnity**

All participants and winners indemnify and hold forever harmless Station, and CodComm, Inc. and their agencies, their agents, officers, employees, affiliates, and assigns, for any injuries, accidents, misfortunes, losses, damages, or causes of action, arising from or in connection with participation in the Contest and/or acceptance or use of any prize(s).

Section 7 **No Warranties Provided**

CodComm, Inc. and Station do not warrant any of the products, materials or services that a winner receives. The materials, services or products that a winner receives are provided “as is.” There may be warranties provided by the manufacturer of the product, material or service, for which CodComm, Inc. has no responsibility or duty to perform.

Section 8 **Miscellaneous**

- a. CodComm, Inc. reserves the right to change contest rules and/or dates at any time without additional notice.
- b. CodComm, Inc. reserves the right to add or subtract additional station or stations to this contest at any time.
- c. CodComm, Inc. is considered the “judge.” Judge’s decisions are final.
- d. CodComm, Inc. reserves the right to end and or modify contest at any time without additional notice or further compensation required.
- e. CodComm, Inc will provide information collected from all qualifiers to the Sponsor for marketing use. If we share or give access to personal information to

outside companies we require them to use the personal information for the limited purposes for which we shared the information. If you believe we or any company associated with the Company has misused any of your information please contact us immediately and report such misuse.