

WPLR/SHAKER'S HYUNDAI "SHAKES THE VALLEY" Contest

OFFICIAL RULES

1. **NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**
2. **Eligibility.** Subject to the additional restrictions below, the WPLR/ SHAKER'S HYUNDAI "SHAKES THE VALLEY" Contest (the "Sweepstakes") is open to residents of the state of Connecticut who are 18 years or older at the time of entry. Employees of WPLR 99.1 FM, Connoisseur Media, and Shaker Auto Group d/b/a Shaker's Hyundai and each of their respective affiliated companies, subsidiaries, and advertising and promotional agencies, and the family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win. The term "family members" includes spouses, parents, grandparents, siblings, children, grandchildren and in-laws, regardless of where they live.
3. **How To Enter.** The Sweepstakes will begin at 11:01 a.m. (E.T.) on Saturday August 24, 2019 and end at 1:59 p.m. (E.T.) on Saturday August 24, 2019 (the "Sweepstakes Period"). Sponsor will be the official timekeeper for the Sweepstakes.

Enter by going to Shaker's Hyundai, 674 Straits Turnpike, Watertown, CT during the contest period. The first ninety-nine (99) entrants to check in at the WPLR Table will first fill out an official contest form (form will require entrants to fill in their full name, address, town, zip code, phone number and date of birth) and then "roll the dice" for a chance to win the grand prize (s).

- a. In the event that the Contestant rolls all seven (7) dice and seven (7) Winning Faces land facing upward, and Sponsor and the Contestant have complied with the terms herein, then SCA shall pay to Sponsor Prize Level A specified in the Schedule of Available Prizes below, subject to the Maximum Aggregate Liability and verification by SCA. In the event that the Contestant rolls all seven (7) dice and six (6) Winning Faces land facing upward, and Sponsor and the Contestant have complied with the terms herein, then SCA shall pay to Sponsor Prize Level B specified in the Schedule of Available Prizes below, subject to the Maximum Aggregate Liability and verification by SCA.
- b. Each of the seven (7) dice will have only ONE Winning Face. The required Winning Face(s) for Prize Level A shall be as follows: S, H, A, K, E, R, S. The required Winning Face(s) for Prize Level B shall be as follows: S, H, A, K, E, R
- c. Each die will measure 1" x 1" x 1".
- d. The total number of attempts must not exceed: Ninety-nine (99)
- e. The total number of dice to be rolled for each attempt shall be exactly seven (7). The dice must be simultaneously rolled. Each die must roll at least three (3) feet and must bounce against or directly hit the backboard of the playing surface in order to be considered an eligible roll. When the dice come to rest at the end of an attempt, each die must remain on the playing surface and with one face flat on the playing surface. Only the face that finally lands facing upward will be eligible for play.
- f. From the moment the dice are given to the Contestant until the attempt is complete, the dice may not be interfered with in any way and may not touch anything other than the playing surface. If any die involved in an attempt does not roll at least three (3) feet, directly hit the backboard, or does not end up with one face flat on the playing surface or is otherwise leaning, the die will be considered ineligible and the contestant must roll only the ineligible die again. The die that has one face flat on the playing surface may be moved if necessary.
- g. Sponsor must visually record each attempt. The visual recording must be time/date stamped, and all attempts must be recorded on the same visual recording. Sponsor must provide the visual recording to SCA, if requested, for claim verification purposes. The visual recording must clearly show each attempt such that the dice involved in the attempt are continuously visible from the moment they are given to the Contestant until the end of the attempt.

h. Two contest officials must represent Sponsor and must certify that the specified event occurred. They must supervise, observe, and conduct the Promotion according to the terms and conditions of this Contract.

i. There shall be no more than ONE (1) set of seven (7) dice eligible for prize awards. Said dice will be provided to Sponsor by SCA prior to the start of the promotion.

j. In the event of a claim, Sponsor must submit the following to SCA for claim verification: (i) the original dice, (ii) completed and signed Exhibit B - Winner's Affidavit & Release, and (iii) the visual recording, as well as any other pertinent information requested by SCA for claim verification purposes.

k. The event will be held on: August 24, 2019. If the event is canceled due to a force majeure which prevents the conducting of the event, assuming no attempts to win the prize were initiated and SCA is notified in writing prior to the cancellation, a full refund, less any direct costs to SCA, will be made or this contract may be amended to a rescheduled date without additional charges.

m. Failure or disregard of any of the above shall relieve SCA of all liability hereunder and no prize will be awarded.

Maximum one (1) entry per person during the Sweepstakes Period.

4. **Prize Description.** Subject to verification of eligibility and compliance with these Official Rules, the first ninety-nine (99) entrants have a chance to win:

Prize Level A: One (1) 2019 Hyundai Accent SE courtesy of Shaker's Hyundai. ("ARV") <= \$15,000.00.

Prize Level B: One (1) cash prize of Nine Hundred Ninety One Dollars and zero cents ("ARV") <= \$991.00.

Note: The winner of the Hyundai Accent SE, if there is one, is responsible for sales tax, registration and dealer conveyance fee.

Cost of any taxes is the sole responsibility of the prize winner(s). Both prizes are non-transferable, non-refundable and non-exchangeable. Prize(s) cannot be exchanged for cash value.

Limit: One (1) prize per person and per household.

6. **Winner Notification and Acceptance.** Potential winners will be notified at the telephone number provided on the potential winner's entry form. In order to claim a prize, potential winner must respond to Sponsor's notification within 12 calendar day (weekdays) of notice or attempted notice.

To claim his/her prize, the potential winner must personally visit Sponsor's offices at 440 Wheelers Farms Road Suite 302 Milford, Connecticut 06461 after notification (office visits must be between the hours of 8:30am (E.S.T.) and 5:30 p.m. (E.S.T.) (weekdays) and must present a valid government-issued photo ID.

Potential winners may be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law).

Sponsor's inability to reach a potential winner after a reasonable (as solely determined by Sponsor) effort has been made, the failure of a potential winner to timely respond to a prize notification, the return of any prize notification as undeliverable, and/or a potential winner's failure to comply with any term or condition of these Official Rules may, in Sponsor's sole discretion, result in the potential winner's disqualification and the selection of a substitute winner by a random drawing from among all remaining eligible entries received during the Sweepstakes Period. Sponsor will conduct up to one (1) alternate drawing, after which the prize will remain un-awarded.

A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF PARTICIPANT'S ELIGIBILITY.

A winner may waive the right to receive a prize. Prizes are non-assignable and nontransferable and cannot be redeemed for cash. No substitutions allowed by winner. Prizes and individual components of prize packages are subject to availability. Sponsor reserves the right to substitute prizes or components of prize

packages with a prize or component of equal or greater value. Winner is solely responsible for reporting and payment of any taxes on a prize. Winner may be required to provide his/her valid Social Security Number to Sponsor for tax purposes and/or complete an IRS W-9 form in order to claim a prize. Winners are solely responsible for all federal, state and local taxes on prize value and, as applicable, will be issued an IRS Form 1099 based on the prize value determined by Sponsor. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.

7. **Publicity.** Except where prohibited, acceptance of any prize constitutes the winner's irrevocable consent to the publication or other use by Sponsor and its licensees of his or her name, biographical information and likeness in any media, including the Internet, for any commercial, publicity or promotional purpose, without limitation, review or approval, or additional compensation.
8. **Participation.** By participating, participants agree to be bound by these Official Rules and the decisions of Sponsor and any Sweepstakes judges or administrators selected by Sponsor, which are final and binding in all respects. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Sweepstakes as solely determined by Sponsor. In the event the Sweepstakes is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupt or impair the administration, security, fairness or proper operation of the Sweepstakes, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date. Proof of sending or submission of an entry will not be deemed proof of receipt by Sponsor.
9. **Release.** BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT AGREES TO FULLY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS SPONSOR, Connoisseur Media and Shaker Auto Group d/b/a Shaker's Hyundai AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, INJURIES, AND DAMAGES ARISING OUT OF THE SWEEPSTAKES, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, LOSS OF ENJOYMENT, OR ANY OTHER HARM WHATSOEVER ARISING OUT OF: (1) PARTICIPATION IN THE SWEEPSTAKES; (2) THE QUALITY, RECEIPT, POSSESSION, USE, OR MISUSE OF ANY PRIZE; OR (3) ANY TRAVEL OR ACTIVITY THAT IS RELATED TO THE SWEEPSTAKES OR ANY PRIZE.
10. **Limitations of Liability.** BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS SWEEPSTAKES. THE PRIZE(S), ARE PROVIDED "AS IS" AND THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR EMPLOYED IN THE SWEEPSTAKES; (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 SWEEPSTAKES; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES, THE PROCESSING OF ENTRIES, OR THE NOTIFICATION OF ANY WINNER; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM A PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated

number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the prizes by a random drawing among all legitimate eligible prize claims.

11. **Construction.** 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 such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
12. **Sponsor.** The WPLR/ SHAKER'S HYUNDAI "SHAKES THE VALLEY" Contest is sponsored by WPLR 99.1 FM, Connoisseur Media, and Shaker Auto Group d/b/a Shaker's Hyundai. The decisions of Sponsor regarding the selection of winners and all other aspects of the Sweepstakes shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials or announcements relating to the Sweepstakes. For a list of winners (available after August 29, 2019) or a copy of these Official Rules, visit www.wplr.com or send a self-addressed, stamped envelope to "Winners List/Official Rules" (as applicable), WPLR/ SHAKER'S HYUNDAI "SHAKES THE VALLEY" Contest, 440 Wheelers Farms Road Suite 302 Milford, Connecticut 06461. If you have any questions regarding this Sweepstakes, please contact the WPLR 99.1 FM Promotions & Marketing Department at 440 Wheelers Farms Road Suite 302 Milford, Connecticut 06461.