

The following promotion is intended for viewing only in the United States and the District of Columbia, and will be construed and evaluated according to the laws of the United States. Do not proceed if you are not a legal U.S. resident or are accessing the promotion from outside the United States or the District of Columbia.

## **Girls Night at Sea with Z Contest**

### **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.**

#### **How To Enter:**

Beginning at 12:01am EDT on 03/15/2022, until 4:00pm EDT on 03/25/2022, you may enter by commenting to win on Z107.5 Facebook page Girls Night at Sea with Z post (“Promotion”).

Entries submitted will not be acknowledged or returned. Use of any device or method to automate entry is prohibited. Incorrect, illegible, corrupt, and incomplete entries are void. Proof of submission of an entry shall not be deemed proof of receipt. 1 entry in total.

#### **Eligibility:**

The Promotion is open to all legal residents of the United States and the District of Columbia who are at least 18 years of age at the time of entry. Employees of Main Sponsor or My Yacht Source LLC, their respective parent, subsidiary, and affiliated entities, advertising agencies, participating sponsors/promotional partners, and the members of their immediate families (spouse, parents, siblings or children) or households (whether related or not) are ineligible to participate or win. This Promotion is subject to all applicable federal, state, and local laws and regulations. Void outside the United States and where prohibited by law.

Entrants are required to provide truthful information and the Main Sponsor will reject and delete any entry that it discovers to be false or fraudulent. Main Sponsor will disqualify any entry from any individual who does not meet the eligibility requirements and will also delete any entry as required by law.

#### **Prizes and Odds of Winning:**

Five (5) Winner(s) will be selected via random drawing on 3/25/2022 at 4:00pm. Odds of being picked depend upon the number of entries received. Winners will be announced at 9am March 28, 2022 via Facebook live. Winner(s) will receive 1-3 Hour Yacht cruise for Winner(s) and a Friend on 4/01/2022 from 5pm-8pm.

There is no substitution, transfer, or cash equivalent for prizes, except that the Main Sponsor may, at its sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include

taxes, gratuities or any other expenses. Any tickets awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets. Other restrictions may apply.

### **Winner Selection and Notification:**

Decisions of Main Sponsor with respect to the Promotion are final.

Main Sponsor anticipates that the potential winner(s) will be contacted either by phone, e-mail using the e-mail address provided at entry, in writing, or via the social media account provided at entry. Winner(s) must execute and return any required affidavit of eligibility, liability release, publicity release, guest/traveling companion release, or similar document within three (3) days of notification attempt or winner may be disqualified at Main Sponsor's sole discretion and the prize will be forfeited and an alternate winner(s) may be chosen. Main Sponsor reserves the right to select an alternate winner(s) in a random drawing format that shall be determined by Main Sponsor. If a potential winner(s) cannot be contacted, fails to complete, sign and return any required affidavit or release within the required time period, or fails to comply with these rules, the potential winner(s) may be disqualified at Main Sponsor's sole discretion. An entrant who provides a mobile wireless number to Main Sponsor in connection with a promotion, including by providing a mobile number for winner notification purposes, is responsible for informing Main Sponsor if his or her number is reassigned to another person at any time before the end of the Promotion and for providing an alternative number where he or she may be reached.

### **Conditions:**

Payments of all federal, state and local taxes are solely the responsibility of the winner(s). Winner(s) will be required to complete (including by filling in the winner's full Social Security Number) and submit an IRS Form W-9 or the equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by Main Sponsor in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in disqualification and forfeiture of the prize.

Participating in the Promotion and acceptance of a prize constitutes a winner's and guest's (where applicable) permission for Main Sponsor or its agents to photograph, film and record each winner, and to use his/her name, address (city and state), likeness, photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and, Main Sponsor may, where legal, require a winner (and guest or travel companion, where applicable) to sign a publicity release confirming such consent prior to acceptance of the prize. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return to Main Sponsor any required release.

To the fullest extent permitted by law, by participating in the Promotion, you:

agree to grant Main Sponsor a non-exclusive, perpetual, worldwide license to edit, telecast, exhibit, rerun, reproduce, use, syndicate, license, print, distribute and otherwise exploit any items (including any photos, videos, audio, or written material) submitted as part of your contest entry (the "Materials"), or any portion thereof, in any manner and in any and all formats and media now known or hereafter devised, without payment to you or any third party; acknowledge that Main Sponsor reserves the right, in its sole discretion, not to use the Materials at all; and represent and warrant that: you meet the minimum age requirements specified in the eligibility criteria; you have the full legal right, power and authority to grant to Main Sponsor the license provided for herein; you own or control the complete exhibition and other rights to the Materials you submitted for the purposes contemplated in this license; you are either the parent (or legal guardian) of any minor featured in the Materials or have received the express consent of the parent (or legal guardian) for any such minor to appear in the Materials and to enter the minor's likeness in the Materials in the contest; and neither the Materials nor the exercise of the rights granted herein shall infringe upon or violate the right of privacy or right of publicity of, or constitute a libel or slander against, or violate any common law or any other right of, any person or entity.

Prior to awarding any prize or prize certificate, and depending on the nature of the prize and eligibility requirements of the Promotion, Main Sponsor in its sole discretion may require verification of Promotion winner's or winners' identification by a showing of valid government-issued photo identification.

To the fullest extent permitted by law, by participating and/or accepting a prize, entrants, winner(s) and guests (if applicable) agree to release and hold harmless Main Sponsor, Aptivada LLC, their respective sponsor(s) and promotional partner(s), their advertising and promotion agencies, any social media platform utilized in the conduct of the Promotion (including but not limited to Facebook, Inc.) and each of their respective parent, subsidiary and affiliated entities, and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each of them (collectively, the "Released Parties") against any and all claims or liability arising directly or indirectly from the prize or participation in the Promotion. Main Sponsor may also require eligible Promotion winner(s) and their guests or travel companions, if any, to sign a liability release confirming such consent. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return to Main Sponsor any required release.

Main Sponsor, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from the Promotion if he or she tampers or is suspected of having tampered with the entry process, the operation of the Promotion, or the operation of any Website, Facebook Page, and/or any other social networking site used in the Promotion, or is otherwise in violation of the rules. Main Sponsor further reserves the right, in its sole discretion, to modify, cancel, terminate or suspend the Promotion, or any part of it, if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond Main Sponsor's control, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion as determined by Main Sponsor in its sole discretion. Any attempt by an entrant or any person to deliberately damage any Website, Facebook Page, and/or any other social

networking site used in the Promotion or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Should such an attempt be made, Main Sponsor reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. Main Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of the Main Sponsor, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, Main Sponsor reserves the right, but not the obligation, to modify, terminate, suspend or cancel the Promotion and shall not be required to award a substitute prize.

The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion, or in the announcement of a prize; (ii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, malfunctions, disconnections, other technological failures, telephone service outages, delays, dropped calls, or busy signals, or any other difficulties that may prevent an individual from sending or receiving a text message; or (iii) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, incorrect, or late entries. Further, the Released Parties are not responsible if any part of a Promotion prize that cannot be awarded due to acts of god, acts of war, natural disasters, weather, acts of terrorism or other factors beyond Main Sponsor's control.

To the fullest extent permitted by law, by participating in the Promotion, you understand and agree that:

the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law); any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations); any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event and under no circumstances will entrants or winners be permitted to obtain awards for attorneys' fees, and you hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; any claim or dispute regarding the Promotion or these Official Rules will be resolved pursuant to the laws of the State or Commonwealth in which the Main Sponsor is located, without regard to the conflicts of laws and rules of that State or Commonwealth; any claim or dispute regarding the Promotion or these Official Rules will be resolved in a tribunal within the State or Commonwealth in which the Main Sponsor is located, and you submit to the jurisdiction of, and waive all objections to the jurisdiction or venue of, such tribunal; and if for any reason a claim or dispute regarding the Promotion or these Official Rules proceeds in court rather than through arbitration, there will not be a jury trial.

The invalidity or unenforceability of any provision of these Official Rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

To obtain a copy of the Official Rules or a list of winner(s) following completion of the Promotion (please specify which), send a self-addressed, stamped envelope (VT residents may omit return postage) specifying “Official Rules” or “Winner List” to **Girls Night at Sea with Z Contest** Winner List or Official Rules Request, 25 North Kerr Ave. Wilmington, NC 28405. All such requests must be received within thirty (30) days following completion of the Promotion.

Official Rules, Terms of Use Agreement & Privacy Policy:

By entering this Promotion, you agree to be bound by these Official Rules and Main Sponsor’s Terms of Use Agreement and Privacy Policy.

Main Sponsor: Z107.5 WAZO-FM