

2020 Cutest Pet Rules

Rules:

1. One entry per person so choose your photo well!
2. Photos must be submitted between January 27th at 9am through February 9th at 12noon or until the maximum number of 150 entries has been reached.
 - a. Winner will be announced Tuesday February 18th at 7am on 95.3 The Wolf!
3. Community Broadcasters has the power, in their sole discretion, to remove any participants from the contest for behavior we deem inappropriate.
4. By submitting a photo, you understand that Community Broadcasters is not responsible for comments or negativity regarding the photo, posted to the WOLF webpage cbogdensburg.com/thewolf and Wolf 95.3's social media but we will monitor the contest to the best of our ability.
5. Any abusive activity perpetrated by any contestant, their family, friends and or associates may in the sole discretion of Community Broadcasters, be removed and disqualified from the contest.
6. By submitting a photo, participants are agreeing to abide by these rules and conditions

How the Contest will Work:

Listeners will submit one and ONLY one picture of your pet on our website, <http://www.cbogdensburg.com/thewolf/cutest-pet-contest/>. Photos should feature only one pet (photos with multiple pets will be disqualified). Once the photo has been approved, you will receive an email from us that your pet's photo will be in the contest. We will NOT tell you which round your pet is in so please keep checking <http://www.cbogdensburg.com/thewolf/cutest-pet-contest/>. Community Broadcasters is not responsible for any technical errors or malfunctions of the website or internet

service. Photos must be submitted between January 27th at 7am through February 9th at 12noon or until the maximum number of 150 entries has been reached. Only one pet photo per family will be accepted. Fans can vote for their favorite photo from 2/10/20 thru 2/16/20. Only one vote per day per IP address. You will have until 5pm on Sunday, February 16, 2020 to get your votes in. The photo with the most votes will be announced on Tuesday, February 18 2020 on the air at 7am and at <http://www.cbogdensburg.com/thewolf/cutest-pet-contest/> as well as the Wolf's social media channels.

Tie breaker: In the event of a tie on votes, the prize will be split between the two entering parties.

Entry Requirements:

Photos will be uploaded directly to <http://www.cbogdensburg.com/thewolf/cutest-pet-contest/>

You must include:

- Your First and Last name
- Your email address
- Your Daytime Phone Number
- Pet's Name (featured in your photo)

Additional Note: Employees and the immediate family of Community Broadcasters and sponsors of The Community Broadcasters Cutest Pet Contest are not eligible to enter.

OFFICIAL RULES

DESCRIPTION: The Community Broadcasters Cutest Pet Contest ("Promotion") begins at 07:00 AM Eastern Time ("ET") on 1/27/2020 and ends at 7 A.M. on 2/18/2020.

Entrants will submit a photo of their pet to the contest at

<http://www.cbogdensburg.com/thewolf/cutest-pet-contest/>

SPONSOR: Community Broadcasters, 2315 Knox Street, Ogdensburg, NY 13669.

ELIGIBILITY: The Promotion is open to legal residents of New York and Canada, 18 years of age or older with a valid driver's license at the time of entry ("Entrant"). Employees, directors and officers and their immediate families (spouses and siblings, parents and children and their spouses) and household members of Community Broadcasters ("Sponsor"), and their respective parent companies, subsidiaries and affiliates, distributors, dealerships and companies involved in the implementation and execution of the Promotion (collectively the "Promotion Entities") are not eligible.

AGREEMENT TO THE OFFICIAL RULES: By participating in the Promotion, each participant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

LIMIT: ONE (1) CONTEST ENTRY PER HOUSEHOLD. In the event more than one (1) Entry is received from any one person or email address, the first Entry processed will be considered the only valid Entry received. In the event of a dispute, online Entries will be deemed made by the authorized account holder of the email address submitted at the time of Entry. The authorized account holder is the natural person who is assigned to the email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be required to show proof of being the authorized account holder. No mechanical reproductions of entry forms permitted. Any attempt by any participant to obtain more than the stated number of Entries by using multiple/different identities, registrations or any

other methods will void that participant's Entries and that participant may be disqualified. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. Sponsor will not accept submissions from wireless domains, blacklist domains, or any email address Sponsor deems to be potentially harmful to the Website. Use of any automated system to participate is prohibited and will result in disqualification.

WINNER SELECTION: For the contest, there will be only one winner. All winners will be determined by "votes" on the <http://www.cbogdensburg.com/thewolf/cutest-pet-contest/> webpage. The sponsor reserves the right to disqualify any entry or votes for any reason, including, but not limited to, fraud. In the event of a tie in number of votes, the top two entrants will split the prize. Vote tabulation will be conducted by the third party software "Aptivada". Potential contest winners will be contacted by the Administrator by telephone and email and will be required to complete and return an Affidavit of Eligibility and Liability Release and except where prohibited by law, a Publicity Release Form ("Affidavit/Release") within seven days of receipt. If the prize notification is rejected, returned, or deemed undeliverable or the potential winner fails to execute and return the Affidavit/Release within the specified time or if he/she is otherwise ineligible to receive the prize, that potential winner will be deemed ineligible and the prize will be forfeited or awarded to an alternate as solely determined by Sponsor. Winner will be required to provide his/her Social Security number or tax ID for tax reporting purposes as Sponsor will file an IRS Form 1099 with the Internal Revenue Service for the fair market value of prize. In the event that the potential winner is disqualified for any reason, that prize will be forfeited and awarded to an alternate.

GENERAL CONDITIONS / RELEASE: By participating, Entrants release Promotion Entities, their respective directors, officers, agents and employees from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by their participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of the prize; and (b) acknowledge that said parties

have neither made nor are in any manner responsible or liable for any warranty representation or guarantee, expressed or implied, in fact or in law, relative to a prize including, but not limited to the prize quality or availability except for Sponsor and the limited warranty provided with the Prize. Neither Promotion Entities nor any service providers are responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Website or to complete a telephone call or facsimile transaction, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage to participant's or any other person's computer related to or resulting from participation in this Promotion. **CAUTION:** ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS OR INSTANT WIN GAME, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Promotion is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other causes which in the opinion of Administrator and/or Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Administrator reserves the right at its sole discretion to disqualify any suspect Entry or Entrant and to cancel, terminate, modify or suspend the Promotion. In the event of any cancellation, termination or suspension, notice thereof will be posted at <http://www.cbelmira.com/thewolf/cutest-pet-contest/> The Prize winner will be made, from among all eligible, non-suspect Entries received as of the date of the termination, cancellation or suspension, as Administrator determines in its sole discretion. Entries not complying with all rules are subject to disqualification.

1. **GOVERNING LAW/JURISDICTION/DISPUTE RESOLUTION:** Entrants agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan or the appropriate Michigan State Court located in Oakland County, Michigan; (b) 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 attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than 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, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Michigan.
2. Entrants must hold all rights for visual content uploaded as image owner (parent/guardian) or by holding written consent provided to you by the owner (eg: a professional photographer).
3. Any material created by or on behalf of Community Broadcasters utilizing your submission material or any part thereof is and shall remain the property of Community Broadcasters for clarity you retain ownership of your submission material. Community Broadcasters and its approved and credible partners have the right to use a reference to the submission in connection with such content, if they choose to do

so. This will normally be in the form of first name, age and place of residence. E.g. Tom, aged 14 months from Corning, and entry image. Each participant in the competition authorizes that his / her name and photograph be published on the site and social media platforms of Community Broadcasters. By registering and entering (including voting in) the Cutest Pet Contest, you are consenting to the use of your information (including address, where collected, and e-mail) being used for future correspondence, by e-mail or post from Community Broadcasters, and your information being passed to third parties for marketing purposes. We want the information you receive from us and third parties to be as relevant to you based on personal information you have given us.

ENTRANT'S PERSONAL INFORMATION: Information collected from Entrants is subject to Community Broadcasters, Ogdensburg, NY.