

WNYT-TV – 13 CONCERTS OF SUMMER SWEEPSTAKES
Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.

1. **Eligibility:** The WNYT-TV –13 Concerts of Summer Sweepstakes (the "Sweepstakes") is open only to listeners who are 18 years or older and a legal residence of New York. Void outside of New York and where prohibited by law. No purchase necessary to enter the Sweepstakes. Employees of WNYT-TV, LLC (the "Sponsor"), Live Nation ("Promotional Participant"), Hubbard Broadcasting, Inc. (collectively with Sponsor and Promotional Participant, the "Released Parties"), any radio, television or other media companies located in New York, 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 Sweepstakes 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 Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
2. **Sweepstakes Period:** The Sweepstakes begins on June 16, 2022 at 6:30 AM Eastern Time ("ET") and ends on September 14, 2022 at 8:00 AM ET (the "Sweepstakes Period"). The Sweepstakes Period will be broken out into 13 separate entry periods, each starting at 6:30 AM ET and ending at 8:00 AM ET on the following dates: June 15, 2022; June 20, 2022, July 5, 2022; July 13, 2022; July 20, 2022; July 29, 2022; August 3, 2022; August 10, 2022; August 17, 2022; August 24, 2022; August 31, 2022; September 7, 2022; and September 14, 2022 (each, an "Entry Pool").
3. **How to Enter.** This is a Watch-And-Win Sweepstakes; with the chance of submitting one (1) entry per Entry Pool. To enter, watch ***NewsChannel 13 Today*** between **6:30 AM ET and 7:00 AM ET during each Entry Pool** and listen for the Sweepstakes Song to be played on-air during the newscast. Then, visit www.wnyt.com/contests ("Website"), find the Contest link to complete and submit an online entry form which includes providing your name, telephone number and email address (please note that BOTH the telephone number and email address are required to be a valid entry), and also includes the title of the song that was played during that morning's newscast. You will have **until 8:00 AM ET** during each Entry Pool to submit your entry form and correct song title. Limit one (1) entry per person/email address per Entry Pool. **ONLY CORRECT ANSWERS WILL BE ACCEPTED AS AN ELIGIBLE ENTRY.** All entries must be received by 8:00 AM ET in each Entry Pool, to be entered into the random drawing. Any entry that doesn't contain the correct answer, or that is sent after 8:00:00 AM ET will be disqualified and that entry attempt will not be eligible for that Entry Pool's random drawing.

In the event of a dispute regarding the identity of the person submitting an email entry, the entry will be deemed to be submitted by the person in whose name the mobile number or email address is registered. The entrant may be required to provide evidence that the entrant is the authorized account holder of the email address associated with the winning entry and complete any applicable releases. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which may be disqualified. Any attempt by any participant to enter by using multiple/different identities, or any other methods may disqualify that participant from winning any prize, at the sole discretion of Sponsor.

4. **How Winners Are Chosen** – One (1) Grand Prize winner will be selected via a random drawing for each Entry Pool, to be held after 8:00 AM ET on each Entry Pool date, to be conducted by Sponsor from among all eligible entries received during that Entry Pool, for a total of 13 Grand Prize winners during the entire Sweepstakes Period. Each potential Grand Prize winner will be notified by telephone and email on the day of the random drawing, and **will have one (1) hour from the time the winner**

notification messages are left to verify they are a winner. In the event a potential winner fails to return a winner verification message within one (1) hour after the initial winner notification is sent, that winner forfeits their right to the Grand Prize and an alternate may be selected, time permitting, from among all remaining eligible entries. Once a winner is a confirmed winner, their name will also be announced on-air the day immediately following the day they are selected as the Grand Prize winner. Odds of becoming the Grand Prize winner depend on the number of eligible entries received during each Entry Pool. Any non-winning entries from any Entry Pool will NOT roll over to subsequent random drawings. Sponsor is not responsible for voice mail messages that are undeliverable, not received or unanswered within one (1) hour, or email notifications that are undeliverable or not received.

5. **Prizes and Approximate Retail Values (“ARVs”) – One (1) Grand Prize** – Four (4) admission tickets to that applicable Entry Pool’s concert (which specific concert depends on the date the Grand Prize winner is selected as the winner), each taking place at the Saratoga Performing Arts Center in Saratoga Springs, NY. The list of concerts is as follows:

The Doobie Brothers on June 16, 2022 at 7:30 PM ET
Steely Dan on June 21, 2022 at 7:00 PM ET
Dead & Company on July 6, 2022 at 8:00 PM ET
Chicago / B. Wilson on July 17, 2022 at 7:00PM ET
Backstreet Boys on July 23, 2022 at 7:30 PM ET
Luke Bryan on August 14, 2022 at 7:00 PM ET
REO Speedwagon/Styx/Loverboy on August 17, 2022 at 6:45 PM ET
Beach Boys on August 18, 2022 at 8:00 PM ET
Goo Goo Dolls on August 19, 2022 at 7:00 PM ET
Chris Stapleton on August 26, 2022 at 7:00 PM ET
Sting on September 7, 2022 at 8:00 PM ET
Jason Aldean on September 16, 2022 at 7:30 PM ET
Outlaw Music Fest on September 18, 2022 at 4:30 PM ET

The ARV of the Grand Prizes range from \$150 to \$250 each for four (4) tickets, depending on the tickets and concert. Tickets are subject to the terms, conditions and restrictions as printed on the tickets. Transportation and parking are not included as part of the prize. **Winner and guest must be at least 18 years of age or older.** Tickets may not be exchanged for any other show. Tickets may not be sold on Craigslist, eBay or any other third party site. Sponsor is not responsible for any concert that is postponed, delayed or cancelled for any reason. Winner and his/her guest acknowledge and agree that if any alcohol is consumed by the winner and his/her guests, such alcohol consumption is at the sole discretion of the winner and his/her guest and the sponsors are not responsible for any cost or circumstances resulting from such alcohol purchases/consumption.

The winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Sponsor reserves the right to substitute a prize or portion thereof for one of equal or greater value if the specific prize or any element thereof is not available at the time of the awarding of the prize. Winner is responsible for paying all applicable income taxes associated with accepting their Prize. Prizes are non-transferable and no prize substitution allowed, except at sponsor’s sole discretion or as provided herein. Prize consists of only those items specifically listed as part of the prize. Prize may not be substituted by winner, but Sponsor may substitute a prize, or portion thereof, for one of equal or greater value. Prizes are non-transferable. The Grand Prize winner may be required to sign a liability and/or publicity release (“Prize Release”) prior to issuance of a prize, at Sponsor’s sole discretion.

6. **Claiming the Prizes:** Upon winner verification, **as a condition of being named an official winner**, the potential winners must claim his/her prize in person at Will Call at Saratoga Performing Arts Center. Please note the window is located off of the Route 50 parking lot at the Main Box Office ONLY. We suggest you arrive at Will Call 1-2 hours prior to the show to avoid long lines. Please bring a valid photo ID.

7. **Participation Conditions/Release/Consent to use Likeness:** By participating, each participant 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 Sweepstakes; (b) release and hold harmless 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 participation in this Sweepstakes, and acceptance or use or misuse of prize; (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 entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize; and (d) allow Sponsor's use for promotional purposes of his/her likeness, voice and/or address (city/state) without any additional compensation.

8. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health or 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 Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the participation process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes 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 prize 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.

9. **Limitations of Liability:** The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized 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 participation process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of phone calls; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize.

10. **Privacy Policies and Data Collection:** Information provided by you for this Sweepstakes on the entry form is subject to Sponsor's privacy policy located at: <http://corporate.hubbardradio.com/privacy-policy/>. By entering this Sweepstakes, each entrant agrees that the Sponsor has the right to contact the entrant by phone, direct message, or email accounts provided on the entry form to administer and fulfill this Sweepstakes.

11. **Disputes/Governing Law:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court of New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' or legal fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation

and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with this Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

12. **Official Rules/Winner's List:** For a copy of these Official Rules, or the names of the Grand Prize winners, send a self-addressed stamped envelope by September 21, 2022 to: WNYT-TV 13 Concerts of Summer Sweepstakes Winners/Rules, 715 N. Pearl St., Albany, NY 12204.

13. **Sponsor:** WNYT-TV, LLC, 715 N. Pearl St., Albany, NY 12204.