



## The 91.3 WYEP Spoon Sweepstakes Promotion

### Official Rules

NO PURCHASE NECESSARY. A PURCHASE, DONATION, OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

1. Timing: The 91.3 WYEP Spoon Sweepstakes Promotion ("Promotion") begins on 5/2/24 6:00 AM Eastern Time ("ET") and ends 5/2/2024 10:00 AM ET (the "Promotion Period"). Sponsor's computer is the official time keeping device for this Promotion.

2. Eligibility: The Promotion is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Pittsburgh Community Broadcasting Corporation and any of its affiliate companies, as well as the immediate family (spouse, parents, in-laws, siblings, and children) and household members of each such employee are not eligible. Void where prohibited by law. The Promotion is subject to all applicable federal, state, and local laws and regulations. Participation in the Promotion constitutes participant's full and unconditional agreement to these Official Rules and by the Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. How to Enter: No purchase necessary. There is one way to enter during the Promotion Period:

- a. Listen to 91.3 WYEP for the cue to call and dial 412-381-9900. The winner will be the caller number designated by the 91.3 WYEP broadcaster announcing the cue to call.
- b. By calling 412-381-9900, you assume that your call will be broadcast or recorded, and you grant us permission to broadcast the call or record it for later broadcast.
- c. The Sponsor assumes no responsibility for entrants not making timely phone calls to the station or other timed entry as a result of the delays in the Internet stream. Entrants should not rely on streamed broadcasts to participate in any promotion. Online listeners to streamed broadcasts may experience a lag in transmissions due to buffering limitations and other delays in the online streaming of its broadcast signal. Listeners of the online stream may not be able to participate in or may be disadvantaged in participating in on-air promotions.
- d. If you are the designated caller and you meet the conditions below, you will automatically receive two (2) tickets to Spoon at Roxian Theatre on September 18, 2024.

FOR ALL ENTRIES: Limit: One (1) prize per household during the Promotion Period. Entrants as well as the immediate family (spouse, parents, in-laws, siblings, and children) and household members of entrants who have won prizes from Pittsburgh Community Broadcasting Corporation (PCBC) in the past 60 days are ineligible to win. Any attempt by any participant to obtain more than one prize by

using multiple/different email addresses, identities, registrations and logins, or any other methods will void all of that participant's entries and that participant will be disqualified. Use of any automated system to participate is prohibited and will result in disqualification of participant. Prize winners must provide a valid email address to claim their prize. In the event of a dispute as to any email address, the authorized account holder of the email address used to register for the Promotion will be deemed to be the winner. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

4. Winner Selection and Notification: Except where prohibited, potential winner may be required to sign and return to the Sponsor, within ten (10) days of being notified, an Affidavit of Eligibility, Liability & Publicity Release, in order to claim his/her prize. If the potential winner cannot be contacted by the e-mail or phone given during entry within one (1) days of the first attempt to contact him/her or if he/she fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release within the required time period or prize is returned as undeliverable, potential winner forfeits prize. Prize will be fulfilled on or before the event date.

5. Prizes: Approximate Retail Value ("ARV") of prize is \$118.00 . Prize tickets will be awarded electronically or at Event Will Call Box office. If this is not possible, winner may be responsible for picking up tickets at the Sponsors location or will be sent to winner by mail if mail address is provided. No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with another prize of comparable or greater value. Winner is responsible for all federal, state and local taxes and fees associated with prize receipt and/or use. Prize winner may be required to provide Sponsor with his/her social security number and may receive a 1099 IRS tax form at year end for the retail value of the prize. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. Odds of winning depend on the number of eligible entries received during the Promotion Period. Limit: One (1) prize per person. Winner must comply with all terms and conditions of these Official Rules in order to claim a prize. Prizes consist only of those items specifically listed as part of the prize – any item, feature, cost or expense not specifically listed as part of the prize is the sole responsibility of the winner, including any transportation to attend the event. Winners must comply with all safety and other attendance requirements set by the Event venue.

6. Publicity: By entering the Promotion and/or accepting prizes, each entrant grants to Sponsor (and its licensees and partners) a non-exclusive, worldwide, royalty-free, perpetual license to edit, publish, promote, republish at any time in the future, and otherwise use entrant's name, likeness, biographical information, submission and any other information or materials provided by entrant, in any and all media now known or hereinafter devised, without territorial restriction (except where prohibited by law), for possible editorial, publicity, promotional or advertising purposes, without further permission, notice or compensation (except where prohibited by law). All submissions, including submission file and content, if applicable, will become the property of Sponsor, and may be used by Sponsor for commercial purposes without payment of any kind to the participating entrants. Each entrant agrees to irrevocably and unconditionally transfer and assign to Sponsor all rights to all information submitted during the

Promotion, and agrees to execute and deliver such documents, certificates, assignments and other writings, and take such other actions as may be necessary or desirable to vest in Sponsor the ownership rights granted to Sponsor hereunder.

7. General Conditions: Sponsor is not responsible for problems with the submissions, including, but not limited to, lost, late, incomplete, invalid, unintelligible, or misdirected entries, which will be disqualified. Sponsor reserves the right, in its sole discretion, to modify, suspend, or cancel the Promotion, and select the winner(s) from the eligible entries received prior to the modification, suspension, or cancellation. Sponsor agrees to take such action in a fair and appropriate manner. In addition, Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the submission process or the operation of the Promotion 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 damage any other participant's submission or undermine the legitimate operation of the Promotion is 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

8. Release and Limitation of Liability: BY RECEIPT OF ANY PRIZE, WINNER AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, AND ANY PROMOTIONAL PARTNERS, OF EACH OF THEIR PARENT, SUBSIDIARY, AFFILIATE AND RELATED COMPANIES, AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY THE "RELEASED PARTIES") FROM AND AGAINST ANY LOSSES, DAMAGES, RIGHTS, CLAIM OR CAUSE OF ACTION OF ANY KIND ARISING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OUT OF PARTICIPATION IN THE PROMOTION OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE PROMOTION, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants or by any of the equipment or programming associated with or utilized in the Promotion; (2) unauthorized human intervention in any part of the entry process or the Promotion; (3) technical or human error which may occur in the administration of the Promotion or the processing of Promotion submissions, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (4), late, lost, undeliverable, or damaged mail; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Promotion or receipt or use of any prize or while traveling to or from any prize-related activity. Each winner also further acknowledges that the Released 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 any prize or this Promotion including but not limited to quality, condition or fitness for a particular purpose. If for any reason a participant's submission is confirmed to have been erroneously lost, or otherwise destroyed or corrupted, participant's sole remedy is another submission and thereby another entry into the Promotion. No more than the stated number of prizes will be awarded.

9. Disputes: Participant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prizes awarded shall be resolved individually, without resort to

any form of class action, and exclusively by the appropriate courts located in the Commonwealth of Pennsylvania, U.S.A.; (ii) 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 (iii) under no circumstances will participant be permitted to obtain awards for and participant hereby waives all rights to claim 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. 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, or the rights and obligations of the participant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania, U.S.A. or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania, U.S.A.

10. Sponsor: Pittsburgh Community Broadcasting Corporation, 67 Bedford Square, Pittsburgh, PA 15203.

11. Participant's Personal Information: Information collected from participants is subject to the Sponsor's standard privacy practices.

12. Winner List: For each winner's name, send a self-addressed, stamped envelope, along with a request to "The 91.3 WYEP Spoon Sweepstakes Promotion", 67 Bedford Square Pittsburgh, PA 15203. Requests must be received by May 16, 2024.