

Pittsburgh Community Broadcasting
WYEP's Hellbender Ball Costume Contest
Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. THIS CONTEST IS NOT SPONSORED BY, ENDORSED BY, ADMINISTERED BY OR OTHERWISE ASSOCIATED OR AFFILIATED WITH INSTAGRAM.

1. Timing: "WYEP's Hellbender Ball Costume Contest" (the "Contest") begins on October 20, 2022, at 9:00 a.m. Eastern Time ("ET") and ends on October 22, 2022, at 9:15 p.m. ET (the "Contest Period"). Sponsor's computer is the official time-keeping device for the Contest.

2. Eligibility: The Contest is open only to legal residents of the following Pennsylvania counties: Allegheny, Armstrong, Butler, Beaver, Washington and Westmoreland who are at least eighteen (18) years of age or older prior to the start of the Contest Period. Employees of Pittsburgh Community Broadcasting, 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 Contest is subject to all applicable federal, state, and local laws and regulations. Participation in the Contest 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 Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. How to Enter: During the Contest Period, post your "Hellbender Costume" photo showcasing your costume. Post your photo to your Instagram platform as listed below with the hashtags #WYEPHellbenderCostume and #CostumeContest (the "Required Hashtags") and tag @913wyep. Your photo, Required Hashtags, and tag of @913wyep are collectively referred to as your "Submission"; all Submissions must include the Required Hashtags to be eligible.

All Submissions must comply with the social media submission requirements and Submission Guidelines below set forth. Any Submission that does not comply with these guidelines will not be eligible to win a prize in the Contest and the submitting entrant may be disqualified from the Contest at the discretion of Sponsor. No notice or opportunity to correct a Submission will be given. All decisions about the eligibility of any particular Submission will be made at Sponsor's sole discretion, and are final and binding in all respects.

Instagram. Log in to or create your Instagram account. Creating an Instagram account is free but is subject to Instagram's terms (<http://instagram.com/about/legal/terms/#>). Follow @wyepgh on Instagram. Then, post your Submission to your Instagram account. In order for your entry to be valid, your Instagram profile must be public and in order to be viewable by the Sponsor and its agents. If you do not have the Instagram App, you may download it through the application store on your mobile device. Posting a photo on Instagram requires a mobile device and message and data rates may apply. Please consult your wireless service provider regarding its pricing plans.

Submission Guidelines:

- The Submission must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, including copyright infringement;
- The Submission must not disparage Sponsor or any other person or party affiliated with the Contest;
- The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission in this Contest;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction;
- The Submission must not contain the image of any minor without the explicit permission of his/her legal guardian;
- The Submission cannot have been submitted previously in a promotion of any kind; or
- The Submission must not contain images of actions where views of the concert by other attendees are materially obstructed.

In the event of a dispute as to any Instagram account or email address, the authorized account holder of the email address used to register at Instagram.com will be deemed to be the participant. 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.

Once you complete these steps, you will automatically receive one (1) entry into the Contest.

Limit: There is no limit on the number of entries per person.

4. Winner Selection and Notification: On or around October 22, 2022, a panel of qualified judges, as determined by Sponsor in its sole discretion, will select the potential Grand Prize winner from among all eligible Submissions based on the following criteria (“Judging Criteria”):

- Creativity
- Quality of picture

In the event of a tie, potential winner will be determined by a coin flip conducted by the judges prior to the notification of the potential winner. On or about October 22, 2022, potential winner will be notified via direct message on Instagram at the account where the Submission was posted. Potential winner will also be announced on stage at WYEP’s Hellbender Ball (“Event”). Note, attendance at the Event is not required for Contest entry and potential winner does not need to be present at the Event in order to be eligible to win. 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 a winner has not reached the age of majority in his/her state of residence, then the prize will be awarded in the name

of his/her parent or legal guardian. If the potential winner cannot be contacted within ten (10) 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, and an alternate participant will be selected in his/her place from the entrant having received the next highest total score based on the Judging Criteria. Prize will be fulfilled on or about October 29, 2022, after winner confirmation, and must be picked up at Sponsor's office unless otherwise directed by Sponsor.

5. Prize: ONE (1) GRAND PRIZE: One (1) Grand Prize winner will receive a Grand Prize package consisting of (i) two (2) general admission tickets to Barteys Strange at The Thunderbird Music Hall on November 3rd, 2022; two (2) general admission tickets to PGH Indie Rock Fest at The Thunderbird Music Hall on November 12th, 2022; two (2) general admission tickets to Michigander at The Thunderbird Music Hall on April 18th, 2023; (the "Tickets"); and (ii) a WYEP/Helltown prize pack (the "Prize Pack"). Approximate Retail Value ("ARV") of the Tickets: \$114.00. ARV of the Prize Pack: \$80.00. Total ARV of Grand Prize is \$194. **FOR ALL PRIZES:** 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 cash or 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. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. Winner must comply with all terms and conditions of these Official Rules in order to claim a prize.

6. Publicity: By entering the Contest 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 Contest, 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 Contest, 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 Contest 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 Contest 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, INSTAGRAM, INC., 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 CONTEST OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, 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 Contest; (2) unauthorized human intervention in any part of the entry process or the Contest; (3) technical or human error which may occur in the administration of the Contest or the processing of Contest 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 Contest 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 Contest 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 Contest. No more than the stated number of prizes will be awarded.

9. Disputes: Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest 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 Contest 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 Contest, 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: 91.3 WYEP, a service of Pittsburgh Community Broadcasting, 67 Bedford Square, Pittsburgh, PA 15203.

11. Participant's Personal Information: Information collected from participants is subject to the Sponsor's Privacy Policy, available at <http://wyep.org/privacy-terms-of-use>.

12. Winner List: For each winner's name, send a self-addressed, stamped envelope, along with a request to "WYEP's Hellbender Ball Costume Contest", Pittsburgh Community Broadcasting, 67 Bedford Square, Pittsburgh, PA 15203, Attn: Hannah Brizzi, Marketing Coordinator. Requests must be received by December 26, 2019.

This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Information is being provided to Sponsor, not Instagram.

“WYEP’s Hellbender Ball Costume Contest”

Abbreviated Rules

Abbreviated rules for online Ads – Banner

NO PURCHASE NECESSARY. Enter Contest by: 10/22/22. To enter and for Official Rules, visit <http://www.wyep.org/hellbender>.

Abbreviated Rules for online Ads – Not a Banner; offline advertisements, entry forms

NO PURCHASE NECESSARY. Legal residents of Allegheny, Armstrong, Butler, Beaver, Washington and Westmoreland counties in Pennsylvania, 18 years of age or older. Enter Contest by: 10/22/22. To enter and for Official Rules, including prize descriptions, visit <http://www.wyep.org/hellbender>. Void where prohibited. Sponsor: 91.3 WYEP, a service of Pittsburgh Community Broadcasting, 67 Bedford Square, Pittsburgh, PA 15203.