

9TH CALLER- CONTEST
“MANNHEIM STEAMROLLER -AMERICAN SPIRIT ALBUM”
2/19/24- 2/23/24

Who Can Enter

1. Entrants must be legal Florida residents who are at least 18 years of age or older and have lawful access to the method(s) of entry set forth in the rules.
2. Employees of Marc Media Group, LLC, [Marc Radio Gainesville, LLC], [Marc Radio Orlando, LLC], [other entities sponsoring the giveaway], (collectively, “Sponsor”), their respective parent, affiliates, subsidiaries, advertising sponsors and promotional agencies, and the immediate family and household members of each are not eligible. The term “immediate family” includes spouses, parents, siblings, grandparents, children, grandchildren and cohabitating significant others.

How to Enter

3. No purchase necessary to enter or win. Qualified entrants may enter as often as they wish.
4. To enter, listeners must call in to a designated telephone line when calls are solicited on [Dates above]. [Calls will be solicited a number of times. Winners will be the designated callers into the station at the call of action. The 9th Caller wins a digital download of “Mannheim Steamroller’s American Spirit Album”. Sponsor is not responsible for telephone system failure or other inability of entrants to reach the telephone entry line.
5. The contest will be judged by Station personnel, and the decision of the judge will be final as to all matters, including the order in which calls were received and whether any answer required to be given is correct.
6. All entries received from ineligible entrants will be void.
7. By calling the designated telephone line, each contestant gives permission to Sponsor to record and/or broadcast entrant’s telephone call. All entries become the property of Sponsor.

The Prizes

8. The winner(s) will win a digital download of "Mannheim Steamroller's American Spirit Album". Value is \$20.00. Prize provided by Day Break Entertainment.
9. One winner per daily contest will be selected.
10. The Sponsor reserves the right to cancel or reschedule the sweepstakes in the event of natural disasters or acts of God.
11. The winner(s) will be notified at the time of their calls. Winners must provide their correct name, address, and telephone number to Sponsor at the time of notification. Winners must complete, sign and return a Certification of Eligibility and Release, which must be received by Sponsor before the expiration date or event date. [If a prize is won by an eligible minor, then the winner's parent or guardian must also sign the minor's Certificate of Eligibility and Release before the winner receives his or her prize by [date of the expiration or day of event].]
12. If a winner does not return the signed and completed Certificate of Eligibility and Release within the designated time period, that prize will be awarded to an alternative winner. [**Alternative:** If a winner does not return the Certificate of Eligibility and Release within the designated time period, then that prize will not be awarded.]
13. Prize exchanges are prohibited. Prizes cannot be redeemed for cash or substituted for any other items by the winners. The winner cannot assign or transfer the prize. Sponsor reserves the right to substitute a prize of like or greater value, for any prize, for any reason. Please check www.beach985.com. for any updates to the rules, including the substitution of prizes.
14. The winner is responsible for all local, county, state and federal taxes on prizes based on the value of the prizes stated in the rules.
15. Only one prize will be awarded per household within any 30 business days period for the station, regardless of the number of giveaways entered. Winner must claim prize within 30 business days of winning or the prize will be forfeited. If the Sponsor elects to send the prize to the Winner by mail, then Sponsor shall not be responsible for lost, held or damaged packages.

Odds of Winning: Miscellaneous

16. Odds of winning the prize depend on the number of correct entries received and the order in which telephone calls are received.

17. These contest rules are available at Station's website, and Monday through Friday during normal business hours at 380 N. Wickham Rd, Suite I, Melbourne, FL 32935], by appointment with [dpoore@beach985.com] through designated time period.
18. For a list of prize winners, send a separate, self-addressed, stamped envelope no later than one year following the end of the entry period, to WSBH FM [Marc Radio Orlando, LLC], Attention: General Counsel, 1011 N. Wymore Road, Winter Park, FL 32789.
19. This giveaway is subject to all applicable laws and regulations and is void where prohibited or restricted by law, including without limitation, in jurisdictions that require registration, filing, trust account, or posting of a bond, or any other requirements or disclosures that are not expressly satisfied by the rules. Sponsor accepts no liability or liability in connection with any injuries, losses or damages of any kind, to any person or property, caused by or resulting from the acceptance, possession, or use of any prize awarded hereunder. Sponsor is not responsible for typographical or other errors in the printing, offering, or administration of the contest, or in the announcement of the prize.
20. This contest is not intended for gambling. If it is determined that a participant is using the contest for gambling purposes, they will be disqualified and reported to authorities.
21. Please note that any promotions of these sweepstakes on Facebook, Instagram and Twitter are in no way sponsored, endorsed, administered by or associated with these social media companies.
22. Sponsor reserved the right to disqualify, freeze or prohibit the participation of an individual if fraud is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Rules. **Sponsor reserves the right to disqualify an individual from future participation in a contest if Sponsor concludes, in its sole discretion, that such person: (a) has attempted to tamper with the entry processes or other operation of the contest; (b) has disregarded or has attempted to circumvent the Rules; (c) has provided misinformation about their identify when entering the Contest or (d) has acted toward Sponsor or any other entrant in an unfair, inequitable, threatening, disrupting or harassing manner. Any failure of Sponsor to enforce any of these Rules will not constitute waiver of the Rules. If there is a conflict between any term of the Rules and any marketing or entry materials used in the contest, the terms of these Rules will govern.**
23. EXCEPT WHERE PROHIBITED, ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR PRIZES AWARDED, WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS

INCURRED BY ENTRANT WITH REGARDS TO THE CONTEST, BUT IN NO EVENT ATTORNEYS' FEES. PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. All issues and questions concerning construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of entrants and Sponsor in connection with this contest will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Florida. The state and federal courts located in Orange County, Florida will be the exclusive forum for any dispute relating to these Rules or the contest. By entering, the entrants submit to the personal jurisdiction of the state and federal courts in Orange County, Florida and waive the right to contest jurisdiction.

24. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
25. By entering, participants represent and warrant that they are eligible and agree (a) to be bound by these rules and the decisions of the judges, (b) to release, discharge and hold harmless Sponsor and their directors, officers, shareholders, suppliers, distributors, advertising agencies, employees, and agents from any and all liability, claims, or actions of any kind whatsoever for any injuries, losses, or damages of any kind caused by your participation in this contest, any prize, or resulting from acceptance, possession, use, or misuse of any prize, (c) release Facebook, Instagram and Twitter, and their directors, agents and officers from any liability that results from you entering this sweepstakes, and (d) have their name, voice and likeness used in any advertising or broadcasting material related to this contest, without further compensation, and, where permitted by law, sign a publicity release confirming such consent prior to acceptance of the prize