

**Q102's - "Secret Sound" Contest 2023
Official Rules**

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

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

- 1. Eligibility:** Q102's "Secret Sound" Contest 2023 (the "Contest") is open only to listeners who are 18 years or older and residents of Ohio, Kentucky, and Indiana. Void outside of OH, KY, IN and where prohibited by law. No purchase necessary to enter the Contest. No more than one (1) winner per person for the entire Q102 Secret Sound Contest. Once a winner has won a Secret Sound Jackpot they are ineligible from winning again. Any previous Q102 contest or sweepstakes winner that has won a prize valued at or above \$10,000.00 in the previous six (6) months is ineligible to enter or win. Employees of Hubbard Radio Cincinnati, LLC and its station Q102, 4800 Kennedy Ave, Cincinnati, OH 45209 (the "Sponsor"), Hubbard Radio, LLC, (collectively with Sponsor, the "Released Parties"), any radio, television or other media companies located in the Cincinnati area, 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 Contest 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 Contest 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 Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. Contest Period:** The Contest begins on January 23, 2023, at or about 7:00 AM Eastern Time ("ET") and ends approximately March 10, 2023 at 3:40 PM ET or until the final Secret Sound winner has won (the "Contest Period"), with the possibility of a bonus periods in the event there are remaining dollars left in the Jackpot (defined below) after the Contest Period has ended (see Official Rule #4 for details).
- 3. How to Enter:** This is a listen and win Contest. The starting jackpot for this Secret Sound #1 is **\$1,000.00** ("Jackpot"); the minimum Jackpot available to be won is \$1,000.00. To play, listeners need to listen to Q102 weekdays (Mon-Fri) during the Contest Period at 7:40 AM ET, 9:40 AM ET, 11:40 AM ET, 1:40 PM ET, and 3:40 PM ET for the *Secret Sounder* sound effect to air ("Sounder"). Each time period listed above when the Sounder is played will be hereinafter referred to collectively as a "**Play Period.**" When a listener hears the Sounder and is the twentieth (20th) caller who reaches the Station by calling **513-749-2320**, and correctly identifies with specificity (see **Please Note** below) what the Sounder is, that caller will be deemed a winner for that Play Period, will win the Jackpot (defined below), and the Jackpot for the next Play Period will be announced. If, however, a 20th caller does not correctly guess what that Play Period's Sounder is, he/she is not a winner, there will be no winner for that Play Period and we will play again at the next designated time. **Please Note:** the caller's guess must match EXACTLY the Sponsor's pre-determined answer for what a Sounder is (e.g., "breath mints in a CD case" is NOT correct; while "Tic Tacs in a CD case" IS correct). Limit one (1) winner per person/household during the entire Contest Period. 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.

Note that webcasts of Station's programming are typically on a delayed basis, which may affect participation in this Contest. Sponsor will not accept collect calls. Sponsor is not responsible for telephone line unavailability, busy signals on the Contest line, operator interference, technical or atmospheric conditions that disrupt the completion of the phone call, telephone

system malfunctions, or any other telephone problems which may or may not result from this Contest.

4. **Additional Jackpots**, Jackpots #2, #3, #4, etc. and amounts will be announced on air by Q102 and will during the initial Contest Period, Sponsor will extend the Contest Period until there all the jackpots are given away.
5. **Prizes** – Each Play Period’s prize will start out with a minimum of a \$1,000.00. Once there is a winner, the new Jackpot amount will be announce by sponsor. A maximum of \$35,000.00 will be given away in this Contest.

The prizes will be awarded only if the potential winners fully comply with these Official Rules. The prizes are non-assignable and non-transferable. Sponsor reserves the right in its sole discretion to substitute the prize for one of equal or greater value, for any reason. Each winner is responsible for any other costs and expenses not specified herein as being awarded. Each winner is solely responsible for local, state and federal taxes on the prize, if any. Each winner may be required to complete and submit a W9 tax form and liability/publicity release (collectively, “Prize Releases”) prior to receiving the prize. Station may issue a 1099 to the proper taxing authorities.

6. **Claiming the Prize:** Upon winner verification, **as a condition of being named an official winner**, each potential winner must come to the Station to sign the Prize Releases in person at 4800 Kennedy Ave, Cincinnati, OH 45209 during normal business hours (8:30 a.m. – 5:00 p.m. M-F) within **ten (10) business days** of being deemed a winner. The winner must prove he or she is a qualified winner by presenting acceptable identification (*e.g.*, state driver’s license; state issued identification card; valid passport with address verification; or birth certificate with social security card and photo identification and address verification). If a winner cannot prove he or she is a qualified winner, the prize will not be awarded. All unclaimed or returned prizes remain the property of Sponsor. Once the winner has been verified and the Prize Releases have been signed, Sponsor will mail the prize to the winner. Allow 2 to 4 weeks for mailing of the prize. Sponsor is not responsible for lost, late, damaged, delayed, mutilated or returned mailing of any prize.
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 Contest; (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 Contest, participation in the Contest, 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 Contest and/or entrant’s acceptance, use or misuse of prize; and (d) allow Sponsor’s use for promotional purposes, of his/her likeness, voice (including a recording of the winner’s telephone call to the station) and/or address (city/state) without any additional compensation. By calling in to participate in this Contest, each participant consents to his or her voice and telephone conversation being recorded and/or broadcast.
8. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, for any reason whatsoever, including, without limitation, fire, flood,

natural or man-made epidemic of health of 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 Contest, 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 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 undermine the legitimate operation of the Contest 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 prizes 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 Contest; (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 Contest; (4) technical or human error which may occur in the administration of the Contest 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 Contest or receipt or use or misuse of any Prize.
10. **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 Contest 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 Ohio, USA; (2) 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' 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 Contest shall be governed by, and construed in accordance with, the laws of the State of Ohio, USA without giving effect to any choice of law or conflict of law rules (whether of State of Ohio, USA or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio, USA.
11. **Contest Winners/Official Rules:** For a copy of these official rules, or the names of the Contest winners' (available after March 17, 2023), send a hand-printed, self-addressed, stamped envelope by April 14, 2023 to: Winners List/Official Rules (designate which), Q102 Secret Sounder Contest 2023, 4800 Kennedy Ave, Cincinnati, OH 45209
12. **Sponsor:** Hubbard Radio Cincinnati, LLC and its station Q102, 4800 Kennedy Ave, Cincinnati, OH 45209