

## **WKLK(AM)/WKLK-FM/WMOZ OFFICIAL CONTEST RULES**

### **1.) Eligibility**

- A. No purchase, registration fee, or monetary donation is required to enter or win the promotion or contest (both referred to as a “contest”).
- B. Employees (and the immediate families and members of the same household) of WKLK(AM)/WKLK-FM/WMOZ-FM (the “Stations”), members of the Tribal Council of the Fond du Lac Band of Lake Superior Chippewa (the “Licensee”), any other station owned by the Licensee, the Stations’ sponsors and advertisers (“Sponsors”), and any fulfillment agencies involved in the contest [are not eligible to participate](#). All federal, state and local laws apply. Contests are void where prohibited by law. Residents of other countries are not eligible to enter any contest.
- C. Minimum age requirements may be placed upon any contest in order to comply with federal and state laws or at the discretion of the Stations.

### **2.) Contest Entry**

- A. Any late, lost, damaged, incomplete, misdirected, illegible or mutilated entries will be rejected.
- B. For contests where e-mail entries are allowed, e-mail entries containing attached files are ineligible and will be rejected.
- C. Each e-mail entry is to be treated as having been sent by the authorized account holder, at the time of entry, of the e-mail address given on the entry. Potential winners may be required to provide the Stations with proof that the potential winner is the authorized account holder of the e-mail address associated with the potentially winning entry. In the event of a dispute as to entries submitted by multiple users of the same e-mail account, the authorized subscriber of the e-mail account used to enter the contest at the actual time of transmission will be deemed to be the entrant. The authorized account subscriber is deemed to be the natural person who is assigned an e-mail address by an internet access provider, online service provider, or other organization which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.
- D. For contests where hard-copy entry is allowed, all entry forms must be completed in full or they will be deemed void.
- E. All entries become the property of the Stations and will not be returned.
- F. The Stations reserve the right, at their sole discretion, to cancel, modify, terminate or suspend a contest if disrupted by fraud, technical failure or any other causes beyond the control of the Stations. Any attempt to damage the operation of a contest is unlawful and subject to legal action.
- G. By entering a contest, all entrants grant full permission to the Stations, the Licensee, and the Sponsors to use the entrant’s name, likeness, voice, photographs, videotaped footage, material uploaded to a website in connection with the contest, or biographical data, in whole or in part, in any and all media for the purpose of advertising, publicity and trade in connection with the Stations or the contest Sponsors, without compensation, except where prohibited by law.

- H. By entering a contest, entrant agrees to full and unconditional acceptance of rules, the decisions of the Stations and the Licensee and warrants that the entrant is eligible to participate in the contest.

### **3.) Contest Period**

- A. Based on contest-specific rules, a contest runs for the promotion period (begins at the promotion beginning time and ends at the promotion ending time). Entries must be received by the deadline for receipt of entries. Proof of mailing or electronic transmission does not constitute proof of delivery of an entry.

### **4.) Winner Selection**

- A. Winners will be notified by phone, over the air, by email, or by U.S. mail.
- B. The number of winners and the method of selecting a winner will be the number set forth in contest specific rules. All random drawings for prizes will be witnessed by disinterested parties. In the event that the potential winner does not qualify or is not willing to accept the prize, the Stations reserve the right to hold a drawing for an alternate winner with no compensation owed to the initial potential winner.
- C. Winners may be required to show a valid state issued driver's license, passport, state-issued ID, or military ID as evidence of identity.

### **5.) Prize and Claim Requirements**

- A. Prizes not claimed within thirty (30) days of winning become the property of the Stations. Winners that cannot be contacted within the earlier of ten (10) days after the winner is selected, or by 5 PM on the business day before the item or prize's expiration date (e.g., event tickets), will be disqualified and the prize will be forfeited with no compensation.
- B. The number and type of prizes awarded will be set forth in the description of prizes for the specific contest. All prizes are described by the Stations either on the air, via the Stations' web site, or via signage at off-air events. Each prize has a predetermined value which is not negotiable. No substitution or cash equivalent of prizes will be granted except at the sole discretion of the Stations.
- C. The Stations reserve the right to substitute a prize of similar value in the event of unavailability of a prize.
- D. Unless otherwise stated and decided by the Stations, the following limits on the number of prizes that may be won apply:
  - a. Limit one prize per individual, family or household for each contest.
  - b. Limit one winner per individual, family, or household every thirty calendar days on prizes valued from \$5.00 to \$500.00 for all contests conducted by the Stations.
  - c. Limit one winner per individual, family, or household every one hundred-eighty (180) calendar days on prizes valued over \$500.00 for all contests conducted by the Stations.
- E. An IRS 1099 MISC form will be completed and filed with the Internal Revenue Service for every prize (or combination of winnings) valued at \$600 or more during the calendar year. All local, state and federal taxes are the sole responsibility of the winner. Winning contestants must show proof of social security numbers to the Stations for any prize. This is for tax recording purposes only, and will not be used or released for any other purpose.
- F. Prizes are non-transferable and non-refundable.

- G. The Stations and the Sponsors are not responsible for any changes or cancellations to a ticketed event for which passes or tickets have been awarded and no substitute prizes or compensation will be awarded.

**6.) Limitations of Liability**

- A. The Stations, the Licensee, and Sponsors are not responsible for any incorrect or inaccurate information whether caused by any technical or human error that may occur in the processing of entries in a contest. In addition, the Stations, the Licensee, and the Sponsors shall not be responsible for any damage to any computer or other property resulting from participating in or downloading any materials for any contest.
- B. As a condition to accepting a prize, entrant acknowledges that the Stations, the Licensee, and the Sponsors are not responsible for any harm, injury, or damage caused to any person or property, proximate or otherwise, through the use of any prize by any person, and agrees to save and hold harmless the Stations, the Licensee, and the Sponsors and all their employees, agents, and affiliates from any claim of such responsibility. "Harm, injury, or damage" includes but is not limited to occurrences beyond the control of the Stations, the Licensee, and the Sponsors such as bodily injury or theft, expiration of an item or a prize, and cancellation or alteration of an event.
- C. Additions or deletions to these rules may be made at the discretion of the Stations and the Sponsors, and may be made at any time. Additional rules pertaining to specific contests may supplement or supersede these rules and the contest-specific rules shall control in the event of any conflict with these Official Contest Rules. Contest-specific rules are available upon request during a specific contest.