

Y108 Fish Fry Crawl 2017
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE ENTRANT'S CHANCE OF WINNING.

1. HOW TO ENTER

- a. These rules govern the Y108 Fish Fry Crawl promotion (the "Promotion"), which is being conducted by WDSY (the "Station"). The Promotion begins on Monday, February 27, 2017 and ends on Friday, April 7, 2017 (the "Promotion Dates").
- b. To enter the Promotion, entrant may enter online beginning on Monday, February 27, 2017 at 6:00 a.m. Eastern Time ("ET") and ending on Tuesday, April 4, 2017 at 11:59 a.m. ET (the "Entry Period") as follows: To enter online, visit www.y108.com and follow the links and instructions to enter the Promotion and complete and submit the online entry form, including information about a local "fish fry" event taking place on a Friday in the Pittsburgh metropolitan area, as defined in Section 2a of these rules, during the Entry Period (each an "Event"). Online entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy. Limit one (1) entry per eligible person during the Entry Period regardless if entrant has more than one email address. Multiple participants are not permitted to share the same email address. P.O. Boxes are not permitted. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Promotion administrator.
- c. Randomly selected Events that meet the eligibility requirements will be posted at www.y108.com during each week of the Promotion, and fan/listeners will be encouraged to go online and vote for their favorite fish fry Event for that week. **The final tally from results of the voting WILL NOT determine winning Events but may be used by the Station judges, in their sole and absolute discretion, to help select the winning Events.**
- d. A fish fry Event may be submitted as part of an online entry multiple times, but a fish fry Event can be a Winning Event only one time during the Promotion. There will be a maximum of six (6) Winning Events during the Promotion.

2. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to all persons who are legal U.S. residents 18 years of age or older and who reside in the Pittsburgh metropolitan area, which includes Allegheny, Washington, Beaver, Butler, Fayette, Westmoreland and Armstrong counties. Entrants may nominate fish fry Events taking place on a Friday from March 3, 2017 to April 7, 2017 in the Pittsburgh metropolitan area defined above. Void where prohibited or restricted by law. Employees, officers, directors and agents of the

Station, CBS Radio Inc., their corporate affiliates, Station's advertising and promotional agencies, participating sponsors, prize suppliers, their respective affiliates (collectively, the "Promotion Entities") and other radio stations in the Pittsburgh metropolitan area, the members of their immediate families (spouse, parents, siblings or children) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion is subject to all applicable federal, state and local laws and regulations. By participating, entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects.

- b. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

3. PRIZES

- a. A maximum of one (1) fish fry Event will be deemed a Winning Event during each week of the Promotion. Ally and Andy will visit each Winning Event for a 1 to 2 hour period. During the visit, they will greet listeners, give away t-shirts and other items valued at less than \$5 and post photos to the Station's social media pages. The Station will contact the Event's organizer via the phone number provided on the entry form or through the website listings associated with the event to obtain permission for the Station to visit the location for the fish fry Event. Ally and Andy and the Station staff will visit the selected Event on a mutually agreed upon date and time if the Event organizer grants permission. The Ally and Andy appearance at a Winning Event as no retail value.
- b. No more than the stated number of prizes specified in these official rules will be awarded. In the event that permission is not granted by the Event Organizer by 4:00PM ET on the Thursday prior to the Friday event, the prize will be forfeited and another Event from among the five (5) Event Finalists for that week will be selected and contacted (time permitting). If the second choice cannot be contacted by 10:00am ET on the Friday of the Event, no Winning Event will be selected for the week.
- c. Prize(s) is not transferable, and no substitution, assignment or cash equivalent of prize(s) is permitted, except by the Station (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Promotion Entities are not responsible for winners' limitations that prevent acceptance or use of prize(s). Entrants acknowledge that the Promotion Entities have not made, and are not in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties, expressed or implied, whether by contract or law, concerning any prize,

including without limitation, implied warranties of quality, merchantability, mechanical condition or fitness for a particular purpose. Other restrictions may apply.

4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.
- b. A maximum of one (1) Winning Entry will be selected each week during the six (6) weeks of the Promotion. The Winning Entry will be selected at the sole discretion of the Station from among five (5) Entry Finalists for that week. Entry Finalists will be randomly selected by the Station from among all eligible Events submitted during the entry period for that week. Entry Finalists do not roll over from week to week and must be resubmitted to be considered for subsequent weeks.
- c. Information describing each of the five (5) Events Finalists as submitted with the applicable entry will be posted on the Station’s website at www.y108.com prior to the start of the week’s online voting period. Listeners will be encouraged to vote online for their choice of which fish fry Event they think Ally and Andy should visit. There is a limit of one (1) vote per person per day. Voters do not need to login in before voting. Once the voting period has closed, the Station shall select the winning Event for that week based on the following criteria: a number of factors will be taken in to account, including location, size of venue and attendance as well as number of votes received. The results of the voting will not determine the week’s winning Event and instead serve only as a means for listeners to share their opinion with the Station.
- d. The times and dates for each week’s entry period, for the random selection of Entry Finalists, for online voting, and for selection of each week’s Winning Entry are set forth below:

Week	Entry Period	Entry Finalist Selection	Online Voting Period	Winning Event Selection
1	Monday, 2/27 at 6am to Tuesday, 2/28 at 11:59 am	Tuesday, 2/28 at 12:00pm	Tuesday, 2/28 at 12:00pm to Thursday, 3/2 at 10am	Thursday, 3/2 at 10:00am
2	Tuesday, 2/28 at 10:00am to Thursday, 3/23 at 10:00am	Friday, 3/3 at 12:00pm	Friday, 3/3 at 12:00pm (noon) to Thursday, 3/9 at 10am	Thursday, 3/9 at 10:00am
3	Thursday, 3/2 at 10:00am to Thursday, 3/9 at 10:00am	Friday, 3/10 at 12:00pm	Friday, 3/10 at 12:00pm (noon) to Thursday, 3/16 at 10am	Thursday, 3/16 at 10:00am
4	Thursday, 3/9 at 10:00am to Thursday, 3/16 at 10:00am	Friday, 3/17 at 12:00pm	Friday, 3/17 at 12:00pm (noon) to Thursday, 3/23 at 10am	Thursday, 3/23 at 10:00am

5	Thursday, 3/16 at 10:00am to Thursday, 3/23 at 10:00am	Friday, 3/24 at 12:00pm	Friday, 3/24 at 12:00pm (noon) to Thursday, 3/30 at 10am	Thursday, 3/30 at 10:00am
6	Thursday, 3/23 at 10:00am to Thursday, 3/30 at 10:00am	Friday, 3/31 at 12:00pm	Friday, 3/31 at 12:00pm (noon) to Thursday, 4/6 at 10am	Thursday, 4/6 at 10:00am

- e. Odds of being selected as the winning fish fry Event each week depend upon the number of entries received.
- f. Fish fry Events must be entered at www.y108.com to be eligible. Entrants do not need to listen to the Station to win.
- g. Potential prize winner(s) will be notified by telephone on each Thursday during the Promotion Dates at approximately 10:30am ET. If a potential winner(s) cannot be contacted, fails to sign and return the required fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize(s).

5. CONDITIONS

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). The winner(s) may be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) and will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) valued at \$600 or more or for any prizes awarded by the Station (or any other CBS Radio station in Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize(s). Such winnings of \$600 or more will be reported to the IRS.
- b. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Station or its designees to interview the winner(s) (or guest(s), if applicable), to photograph, film and record each winner (or guest, if applicable), and to use in commerce and in any media, now or hereafter known, throughout the world, in perpetuity, his/her name, prize(s) won, hometown (city and state), biographic information, likeness, photograph, voice, audio or video recording and/or any statements made by him/her regarding the Station, the Promotion and/or its sponsor(s) for purposes of trade, publicity or promotion without notice or additional compensation, notification or permission, in perpetuity, except where prohibited by law. Each winner (and guest, if applicable) agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.

- c. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion Entities and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, the "Released Parties") from and against any and all claims or liability arising directly or indirectly from any prize(s) awarded and participation in the Promotion, including, but not limited to, personal injury, death or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in the Promotion, or delivery, possession, acceptance and/or use or misuse of any prize or participation in any Promotion-related activity, including, but not limited to, any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.
- d. If for any reason this Promotion cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend and/or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right, in its sole discretion to, to modify the procedure for selecting winner(s), unless the nature of the event giving rise to such termination renders it impossible to select winner(s).
- e. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion or in the announcement of a prize(s); (ii) incorrect or inaccurate entry information, human error, failure or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, illegible, incomplete or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection or equipment malfunctions or any other technological problems or failures of any kind; or (vi) any cancellations, delays, diversions, substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) (and guest(s), if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Promotion prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism or other factors beyond the Released Parties' control.
- f. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other methods may void that entrant's entries and that entrant may be disqualified. The use of any device to automate entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited

to, promotion entry services or proxies) will void all entries by that entrant at the Station's discretion. The Station's or its Promotion administrator's computer or telephone system is the official time keeping device for this Promotion. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address or (ii) is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Station, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Promotion. Failure to comply with the rules of the Promotion may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, the Station may disqualify that entrant from entering and/or winning this and any or all future Station-administered Promotions and seek damages to the fullest extent permitted by law.

- g. The Station reserves the right to make changes to the rules of the Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to cancel, terminate, suspend or modify the Promotion and shall not be required to award a substitute prize(s).
- h. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New York, NY; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. New York law governs the interpretation and construction of these Official Rules and all aspects related thereto.
- i. For a copy of these Official Rules, send a self-addressed stamped envelope (VT residents may omit return postage) for receipt April 14, 2017 to "Fish Fry Crawl 2017 – Official Rules," Attn: Promotions, WDSY, 651 Holiday Dr., Pittsburgh, PA 15220. For the names of the prize winner(s) send a self-addressed stamped envelope (VT residents may omit return postage) for receipt by June 14, 2017 to the above address marked "Fish Fry Crawl 2017 – Winner List." The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of the Station and may be posted online at www.y108.com

6. PRIVACY

- a. By participating in the Promotion, entrant agrees to the Station's Terms of Use Agreement and to the use of entrant's personal information as described in the Privacy Policy located at www.y108.com. In the event of conflict between the Station's Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply.

Administrator: WDSY, 651 Holiday Dr., Pittsburgh, PA 15220