**“Supersize Your Business” Contest
Official Rules**

A complete copy of these rules can be obtained at the offices of radio stations WLAV-FM, WHTS-FM, WKLQ-FM, WTNR-FM, WJRW-AM/FM (“Station”),60 Monroe Center St NW Grand Rapids, MI 49503, during available business hours Monday through Friday, on the Station website, [www.wlav.com](http://www.wlav.com) [www.1053hotfm.com](http://www.1053hotfm.com) [www.thisisqmusic.com](http://www.thisisqmusic.com) [www.thunder1073.com](http://www.thunder1073.com) [www.theticketmi.com](http://www.theticketmi.com) or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **“Supersize Your Business”** Contest(the “Contest”) substantially as described in these Official Rules:

1. **No purchase is necessary to enter or win. A purchase will not increase the chance of winning.** **Void where prohibited. All federal, state, and local regulations apply.**

**Eligibility.** This Contest is open to businesses (including offices, facilities, non-profit organizations, retail stores, and the like) in good standing (each, a “Local Business”) located within Station’s Designated Market Area (“DMA”) as defined by Nielsen Audio that are nominated by one or more Station listeners who have the right to submit on behalf of the Local Business (each, a “Nominating Listener”). Participation constitutes each Local Business’s and each Nominating Listener’s full and unconditional agreement to these Official Rules and Station’s decisions, which are final and binding in all matters related to the Contest. Winning the prize is contingent upon fulfilling all requirements set forth in these Official Rules and as otherwise instructed by Station from time to time during the Contest. **LIMIT ONE NOMINATION PER LOCAL BUSINESS.**

Employees of Station, Sponsor, Westwood One, LLC (“WWO”), and each of their parents, affiliates, related entities and subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving the Station’s DMA, and the immediate family members and household members of all such employees are not eligible to participate as a Nominating Listener or as an owner or employee of a Local Business. The term “immediate family members” includes spouses, parents and stepparents, siblings and step-siblings, and children and stepchildren. The term “household members” refers to people who share the same residence at least three (3) months out of the year. 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 Station’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.

1. **Contest Period.** The Contest entry period will begin at 6a on January 22nd, 2024and will runthrough5p ­on February 5th, 2024(the “Contest Period”). The Station’s computer is the official time keeping device for this Contest.
2. **How to Enter.** During the Contest Period, each Nominating Listener must:
* Visit the Station’s website, located at , [www.wlav.com](http://www.wlav.com) [www.1053hotfm.com](http://www.1053hotfm.com) [www.thisisqmusic.com](http://www.thisisqmusic.com) [www.thunder1073.com](http://www.thunder1073.com) [www.theticketmi.com](http://www.theticketmi.com)
* Click on the “Contest” link
* Click on the “Supersize Your Business” contest link
* Complete the nomination form and submission for the Nominating Listener’s nominated Local Business, including the following and any other information requested or required on the form:

(a) Nominating Listener’s name, address, phone number, and email address;

(b) Local Business’s name, address, phone number(s), website URL, and email address, and its owner’s name (if different from the Nominating Listener); and

(c) A written statement (“Statement”) of no more than 250 words describing why the Local Business deserves to win the Prize.

Each Nominating Listener (on behalf of itself and the Local Business) represents and warrants that the Statement (and, with respect to the Winning Business, the Commercial, each defined below): is not obscene, defamatory or libelous; is an original work, not previously published; and will not violate or infringe the rights of any third party, including, without limitation, copyright, trademark, trade secret, and the rights of privacy and publicity.

All nominations must be received by 5p ­on February 5th, 2024for the Local Business to be eligible for a chance to win the Prize. Use of any automated system to participate is prohibited and will result in disqualification. Station is not responsible for lost, late, incomplete, invalid, unintelligible, inappropriate or misdirected registrations, all of which will be disqualified. In the event of a dispute as to any nomination, the Station will select an alternate Local Business.

4. **Winning Business Selection.** On or about 5p ­on February 6th, 2024, Station will review all eligible Statements submitted. A panel of at least two (2) Station-appointed judges will select one (1) Local Business to win the Contest based on the following criteria applied to each eligible Statement: (a) 50% persuasiveness; and (b) 50% originality. The winning Local Business is the “Winning Business”.

1. **Verification of Potential Winning Business.** THE ELIGIBILITY OF ALL POTENTIAL CONTEST WINNERS IS SUBJECT TO VERIFICATION BY STATION WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. The potential Winning Business must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential Winning Business may be notified by email and/or telephone call on or after the date of winner determination. The potential Winning Business owner or legally authorized employee will be required to sign and return to Station, within 24 hours of the date notice is sent, an affidavit of eligibility and a liability/publicity release (except where prohibited) to claim the Prize. By returning the affidavit of eligibility and liability/publicity release, the Winning Business will be deemed to have accepted the Prize and thereafter will not be permitted to rescind its acceptance of the Prize and/or return the Prize. If a potential Winning Business cannot be contacted, fails to sign and return the affidavit of eligibility and/or the liability/publicity release within the required time period (if applicable), or if the prize notification is returned as undeliverable, potential Winning Business forfeits Prize. If the potential Winning Business is disqualified for any reason, Station may award the applicable prize to the Local Business with the next-best Statement based on the judging criteria set forth in Section 4. If Station, in its discretion, determines that no Local Business’s Statement or Local Business meets Station’s qualifications or standards, or if no Prize is claimed, the Prize may not be awarded.
2. **Prize.** There will be one (1) Winning Business. The Winning Business will receive the following prize (collectively, the “Prize”):

One (1) Station-produced thirty-second (0:30) commercial to promote the Winning Business’s brand, products, and/or services only (the “Commercial”) for the use of broadcast advertising on Station as follows: One (1) thirty (:30) second unit of advertising time on the Station during its WWO broadcast of Super Bowl LVIII on the Station on Sunday, February 11, 2024 4p to 11p be used only for the broadcast of the Commercial. Exact broadcast air time is to be determined by Station in its sole discretion.

The Winning Business is responsible for timely providing to Station all information and materials necessary (as determined by Station in consultation with Winning Business) for Station to produce the Commercial. The Commercial is subject to (i) Station’s and WWO’s advertising terms and conditions; and (ii) the Prohibited Advertising Categories set forth on Exhibit A to these Official Rules; and (iii) all applicable laws, regulations, and Station’s standard & practices. Station will have final approval over the Commercial and all elements of the Commercial. Station will accommodate Winning Business with a reasonable amount of creative consultation time, the amount of which will be determined by the Station in its sole discretion. Winning Business will not have any rights to use the Commercial for any purpose or on any other platform or medium other than the Station in Station’s discretion, except with Station’s prior written approval in each instance.**­­**

**THE TOTAL APPROXIMATE RETAIL VALUE OF THE CONTEST PRIZE IS: FIVE HIUNDRED DOLLARS ($500).**

Each Winning Business is responsible for all taxes associated with Prize receipt and/or use. Odds of winning a Prize depend on a number of factors including the number of eligible entries received during the Contest Period and the quality of the Statements.

There is no substitution, transfer, or cash equivalent for the Prize, except that the Station may, in its sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. The Prize is expressly limited to the item(s) listed above and does not include taxes or any other expenses, for which the Winning Business is responsible. Other restrictions may apply.

If any Prize or a portion of any Prize is postponed, cancelled, or otherwise unavailable due to disease, epidemic, pandemic, quarantine, any acts of government and/or any reason that is beyond the control of Station, Sponsor, or WWO, then no substitution shall be provided. Station, Sponsor, and WWO make no representation or warranty about the Prize. By accepting and using a Prize, the Nominating Listener and the Winning Business acknowledge and assume all risks of accepting and using the Prize, and any other risks associated with the Prize.

1. **Entry Conditions and Release.** By entering or otherwise participating in this Contest, each Nominating Listener and each Local Business agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Station, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Station, Sponsor, WWO, and each of their subsidiaries, related, and affiliated companies, participating sponsors, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or providing the Prize, and each of their respective past and present officers, directors, employees, agents, and representatives (collectively, 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 entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of Prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys’ fees) arising out of or relating to any Nominating Listener and/or Local Business’s participation in the Contest and/or acceptance, use, non-use, or misuse of the Prize.
2. **Publicity.** Participation in the Contest constitutes each Local Business’s and each Nominating Listener’s consent to the Station’s (and its designees’) use the Local Business’s (and its staffs’) and each Nominating Listener’s names, trademarks, likenesses, photographs, voices, biographical information, entries, and/or opinions for promotional purposes in any media, worldwide, without further payment or consideration, unless otherwise prohibited by law.
3. **Taxes.** Any state, local, federal and/or other taxes, duties, tariffs, title fees, licensing fees, or other fees for Prizes awarded become the sole responsibility of the Winning Business.
4. **General Conditions.** Station reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Station’s reasonable control impairs the integrity or proper functioning of the Contest, as determined by Station in its sole discretion. Station reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or acting 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, Station reserves the right to seek damages from any such person to the fullest extent permitted by law. Station’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
5. **Limitations of Liability.** The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Station, Sponsor, entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error that may occur in the administration of the Contest or the processing of entries; or (e) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from entrant’s participation in the Contest or receipt or use, non-use or misuse of any prize. No more than the stated number of prizes will be awarded. In event that a production, technical, programming or other error causes more than stated number of prizes as set forth in these Official Rules to be claimed, Station reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.
6. **Disputes.** Each Local Business, each Nominating Listener, and each individual participating in any way in this Contest agrees that: (a) 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; (b) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate state court located in the Station’s listening area; (c) 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 (d) under no circumstances will a Local Business or any individual casting a Vote be permitted to obtain awards for, and entrant 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Station in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state in which the Station is located, without giving effect to any choice of law or conflict of law rules (whether of the state in which the Station is located or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state in which the Station is located.
7. **Privacy.** By entering this Contest, each Nominating Listener, on behalf of Nominating Listener and the respective Local Business, agrees to be contacted by and/or receive marketing and other information from Station, Sponsor, and Sponsor’s parent and affiliated entities, via email, phone, mail, and/or text. Information collected from Local Businesses and from Nominating Listeners is subject to Station’s Privacy Policy, which is available on the Station’s website under the “Privacy Policy” link. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained therein, shall become the sole property of Station to be used, disposed of or destroyed in its sole discretion. Station is not responsible for any incorrect or inaccurate information entered by website users, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to Station’s website.
8. **Contest Results.** A winners list may be obtained within thirty (30) days after the Contest Period expires by sending a self-addressed stamped envelope to the Station.

EXHIBIT A

Prohibited Advertising Categories

1. Contraceptives (e.g., condoms).

2. Blockchain-based digital assets and companies that offer related products and services.

3. Products labeled as a dietary or nutritional supplement (unless solely containing vitamins or minerals for which the FDA has established recommended daily intakes), and products containing any substance prohibited pursuant to Station and NFL policies. Health and nutrition stores are permitted, provided such ads do not reference any of the foregoing prohibited products.

4. Energy drinks (i.e., beverages marketed to improve physical and/or mental energy), unless the product is regulated by the FDA as a food and beverage product (not as a dietary or nutritional supplement).

5. Establishments that feature nude or semi-nude performers.

6. Firearms, ammunition or other weapons; however, stores that sell firearms and ammunitions (e.g., outdoor stores and camping stores) will be permitted, provided they sell other products and the ads do not mention firearms, ammunition or other weapons.

7. Fireworks.

8. Sportsbooks, sports betting, sports betting-related services, and brands primarily associated with sports betting.

9. Illegal products or services.

10. Movies, video games and other media that contain or promote objectionable material or subject matter (e.g., overtly sexual or excessively violent material), as determined by the Station, WWO, and/or the NFL.

11. Restorative or enhancement products (e.g., “male enhancement” products).

12. Sexual materials or services (e.g., pornography or escort services).

13. Social cause/issue advocacy advertising, unless otherwise approved in advance by the Station, WWO, and/or the NFL.

14. Tobacco products (e.g., cigarettes, e-cigarettes, cigars, pipe tobacco, chewing tobacco and snuff).

15. Cannabis, other products containing cannabinoids, and products related to the production or ingestion of such products.

16. Prescription pharmaceutical and medical device products that are regulated as controlled substances or that have not been FDA-approved for at least six months and Commercial is and limited to promoting the FDA approved uses of such products.

17. Any Commercial that does not comply with Station’s or WWO’s terms, conditions, and standards or with any applicable law, regulation, or ordinance.