

**#BuckleUpCT Contest 2016-2017**  
**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 "#BuckleUpCT" promotion (the "Promotion"), which is being conducted by WZMX HOT 93.7 (the "Station"). The Promotion begins on December 5, 2016 and ends on April 10, 2017 (the "Promotion Dates").
- b. To enter the Promotion, entrant must complete the two-step entry process beginning on Monday, December 5, 2016 at 12:00am Eastern Time ("ET") and ending on Monday, April 10, 2017 at 6:00am ET (the "Entry Period") as follows:
  - i. FIRST, entrants will need to have a valid Twitter or Instagram account. If they do not already have one, entrants can open a Twitter account for free at [www.twitter.com](http://www.twitter.com), or entrants can open a Twitter account for free at [www.instagram.com](http://www.instagram.com). Once an entrant has an Account, the entrant must follow @hot937 on Twitter or @therealHot937 on Instagram and tweet/post a video ("Video Submission") of their original song/rap/cheer/shout-out about #buckleupCT along with the hashtag #buckleupCT and @hot937 on Twitter or @therealHot937 on Instagram and during the Entry Period. Entrants must include all three elements in their tweet to enter. Entrants' accounts must be set to "public" for the entry to be valid. If entrant's account is set to "protected mode," their tweets/posts may not be visible to the Station; and, therefore, will not be received by the Station, resulting in your failure to enter the Promotion. 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. By entering the Promotion, entrants consent to be subject to all notices posted online including but not limited to CBS Radio's/Station's Privacy Policy. Use of Twitter and Instagram as a means of entry will be subject to Twitter's and Instagram's privacy policy and terms of service. Entrant specifically agrees to release Twitter and Instagram from any and all liability associated with this Promotion. The Promotion is in no way sponsored, endorsed or administered by, or associated with Twitter and Instagram.

- ii. SECOND, visit [www.hot937.com](http://www.hot937.com) and follow the links and instructions to enter the Promotion and complete and submit the online entry form during the Entry Period. Entrants must also include the URL directing to the entrant's post on Twitter or Instagram with their Video Submission. It is the entrant's responsibility to ensure the Twitter or Instagram URL remains active throughout the Promotion Dates. Online entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy. **Limit of one (1) entry per eligible person during the Entry Period regardless if entrant has more than one email address, Twitter account, or Instagram account.** Multiple participants are not permitted to share the same email address. Twitter account, or Instagram account. 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. By entering the Promotion, entrants acknowledges and agrees that his or her Video Submission may be posted for viewing on the Station's website.
- iii. Video Submissions must be under thirty (30) seconds long. Any Video Submissions over thirty (30) seconds will be truncated by the Station to include only the first thirty (30) seconds. Songs, raps, cheers, and shout-outs submitted may not be a parody of a copyrighted work or use any copyrighted work as a backtrack in their Video Submission. All entrants must agree to the Station's online submission release in order to submit his or her Video Submission. **Entrants who have previously entered a #BuckleUpCT promotion conducted by the Station are permitted to re-enter their song/rap/cheer/shout-out if they have not previously won a #BuckleUpCT promotion conducted by the Station.**
- iv. Video Submission must be the entrants' original, creative work, and must not be protected by copyright; each entrant must have the right to submit it. Entrants must have the consent of all individuals in any Video Submission. The Video Submission may not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights including but not limited to copyrights or trademarks. The Video Submission must not contain copyrighted materials or any other materials that may be restricted, prohibited or outlawed by federal, state or local laws. Station, in its sole discretion, reserves the right to disqualify any entry if such entry's associated Video Submission or other content contains illegal, indecent, pornographic, sexually explicit content or otherwise offensive material such as aberrational behavior, graphic violence or

drug abuse, or if such Video Submission or other content contains any nudity, material whose content is deemed at the sole discretion of the Station to be unsuitable for public display, broadcast, or posting on the Station's website (i.e., entries must be radio clean). Entries that do not comply with these rules will not be eligible for the Promotion.

- v. The entry/tweet (i) may not be inappropriate, indecent, offensive, libelous or defamatory, pornographic, sexually explicit, unlawful or plagiarized, or disparaging to the Station, the Promotion, or the Connecticut Department of Transportation as determined solely by the Station; (ii) must not be harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent, racially, ethnically or otherwise objectionable or offensive in any way, as determined solely by the Station; (iii) may not violate or encourage others to violate any applicable law, statute, ordinance or regulation; (iv) may not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights; (v) may not contain commercial advertising, including but not limited to logos, brand names, and slogans, other than those relating to the Station, the Promotion or the Connecticut Department of Transportation; (vi) may not include any viruses, worms, corrupt files, Trojan horses, or other forms of corruptive code or content that may harm or interfere with the Promotion website, any third party websites and/or the proper conduct of the Promotion; and (vii) if found to be in violation of these rules will be disqualified from the Promotion.

- c. There will be up to a total of one (1) Prize winner selected in 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 Connecticut, Rhode Island, Massachusetts, or New York. Void where prohibited or restricted by law. Employees, officers, directors and agents of Connecticut Department of Transportation, 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 Hartford 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. Persons are eligible to win a prize in a Promotion conducted by any CBS Radio Hartford radio station only once every thirty (30) days and only once every six (6) months if the prize is valued over \$600. CBS Radio Hartford Stations are WTIC-FM (96.5 TIC), WZMX-FM (HOT 93.7), WRCH-FM (Lite 100.5) and WTIC-AM (WTIC NewsTalk 1080). Only one (1) winner per household is permitted in this Promotion.
- c. The winner(s) may be required to present valid government-issued photo identification and must provide winner's complete address, date of birth and phone number to claim a prize(s).
- d. 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. Up to one (1) Prize will be awarded in the Promotion. The Prize consists of: (i) the opportunity for the winner to professionally record the song/rap/cheer/shout-out from the winning Video Submission and the chance that the song/rap/cheer/shout-out from the winning Video Submission is used in a Connecticut Department of Transportation radio commercial on the Station; and (ii) a movie night for the winner and nine (9) guests at the Spotlight Theaters in Hartford, CT (valid until [June 28, 2017](#)); subject to availability) including a soda and popcorn for each guest. There is no cash or other retail value associated with the recording portion of the Prize; the movie night portion of the Prize has an Approximate Retail Value of \$200.

The recording will take place on a mutually agreed upon date/time. Winner will not be compensated in any way for his/her time and hereby agrees that winning the Prize does not constitute employment. Connecticut Department of Transportation is in no way obligated to use the song/rap/cheer/shout-out from the winning Video Submission in a commercial. The winner(s) will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize(s). The prize(s) is awarded as is. If a prize-related event is unable to take place as scheduled, for reasons such as

cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the Promotion Entities, their sole responsibility to the winner(s) will be to award the remaining available elements of the prize(s) and no substitution or compensation will be provided for the unawarded elements of the prize(s). The Station and/or venue, in their sole discretion, reserve the right to deny entry to or to remove the winner and/or guest if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at any Prize-related event.

- b. No more than the stated number of prizes specified in these official rules will be awarded. All prizes or prize certificates must be claimed at the office of the Station at the address below during regular business hours. The winners will forfeit any prize(s) or prize certificate(s) not claimed within ten (10) days of winning. In the event that a prize or prize certificate is mailed or shipped to the winner(s), it will be with the prior written consent of the winner(s) and therefore, winner(s) assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize(s) or prize certificate(s).
- 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. Up to one (1) potential Prize winner will be selected on Monday, April 10, 2017 at approximately 9:00am ET in a Station-conducted random drawing from all eligible entries received during the Entry Period. **Video Submissions will not be judged for the purpose of selecting a winner, though all Video Submissions**

**must follow the guidelines above for the entry to be valid.** The potential winner will be notified via telephone promptly following the winner selection.

- c. Odds of winning depend on the number of eligible online entries received.
- d. Entrants need not listen to the Station or be present to enter or win.
- e. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. The winners must execute and return any required affidavit of eligibility and/or liability/publicity release within ten (10) days of winning or Prize(s) will be forfeited and an alternate winner will be selected (time permitting) in a random drawing from all remaining entries. If a winner has not reached the age of majority in his/her state of residence, the prize(s) will be awarded in the name of his/her parent or legal guardian. 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 for receipt by April 10, 2017 to "#BuckleUpCT Video Contest 2016 - 2017 – Official Rules" Attn: Promotions, WZMX HOT 93.7, 10 Executive Drive Farmington, CT 06032. For the names of the prize winners send a self-addressed stamped envelope for receipt by June 10, 2017 to the above address marked "#BuckleUpCT Video Contest 2016 – 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.hot937.com](http://www.hot937.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.hot937.com](http://www.hot937.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: WZMX HOT 93.7, 10 Executive Drive, Farmington, CT 06032

Sponsor: Connecticut Department of Transportation, 2800 Berlin Turnpike, Newington, CT 06111