

Michael & Son Services – Simon Says It's Cool 2 Be Kind HVAC Giveaway Contest Rules

These contest rules are specific to the above contest conducted by Audacy North Carolina, LLC d/b/a WSMW-FM (the “**Station**”). Except to the extent specifically set forth below with respect to this specific contest, the Station’s general contest rules apply to this contest as well. A copy of these specific contest rules and the Station’s general contest rules are available on the Station’s website at www.987simon.com/rules. **As a preventative measure in light of the COVID-19 (Coronavirus) pandemic, copies of the specific contest rules and the Station’s general contest rules will not be available at the Station’s studio. To the extent the general contest rules differ from these rules, these rules will govern and control with respect to this contest.**

How to Enter

1. No purchase or payment of any kind is necessary to enter or win the Michael & Sons Services “Simon Says It’s Cool 2 Be Kind HVAC Giveaway” contest (the “**Contest**”).
2. Eligible Nominees must both be a homeowner **who is** eighteen (18) years of age or older and legally owns an “**Eligible Home**”, which is defined as: a single-family stand-alone home (*i.e., co-ops and condos are not eligible homes*) located within a fifty (50) mile radius of Michael & Son Services, 7431 W Friendly Ave, Greensboro, NC 27410 as of the date of entry in this Contest (each a “**Nominee**”).
 - a. Individuals may make Nominations (each, a “**Nominator**”) starting at 12:00am (ET) on May 15, 2023 and ending at 11:59pm (CT) on June 11, 2023 by means of submissions to the Station by completing the form on the Station’s website by clicking on the “Simon Says It’s Cool 2 Be Kind HVAC Giveaway” page and submit all of the following materials:
 - i. Nominator’s contact information including Nominator’s full name, address of legal residence, phone number (including area code), date of birth, select a gender, and e-mail address.
 - ii. The name, address, age, and telephone number (including area code) of the Nominee that you are nominating in this Contest; and
 - iii. A short essay in 250 words or less describing why Nominator would like to nominate someone who is in need and deserving of a new Heating & Air Conditioning System Unit (each a “**Nomination**”).
 1. **Nominators may not nominate themselves.**
 2. **Nominators are not eligible to win or receive a prize in this Contest.**
 3. Only the first 250 words of any essay submitted will be read (longer essays will not be disqualified).
 - b. By submitting an essay to the Station, each Nominator authorizes the Station to post such essay and/or Nominator’s and Nominee’s name to the Station’s website at www.987simon.com and/or to read it on-air.
 - c. Station reserves the right to edit an essay in its sole discretion. Not all essays will be posted to the Station’s website and/or read on-air.
 - d. Essays need not be truthful. Station shall have no obligation whatsoever to verify the truthfulness or accuracy of any essay submitted in this Contest, even if such essay is submitted with an entry selected as the winning entry.
 - e. IT IS THE NOMINATOR’S RESPONSIBILITY PRIOR TO ENTERING THIS CONTEST TO OBTAIN THE CONSENT OF THE NOMINEE TO STATION READING/POSTING THE NOMINATOR’S NOMINATION WITH RESPECT TO THE NOMINEE’S OR OTHER PERSON’S NAME AND OR OTHER PERSONAL INFORMATION ABOUT THE NOMINEE OR OTHER PERSON THAT NOMINATOR MAY ELECT TO INCLUDE IN SUCH ESSAY. BY ENTERING THIS CONTEST, NOMINATORS AGREE TO INDEMNIFY AND HOLD HARMLESS STATION AND ITS AFFILIATED COMPANIES AND EMPLOYEES FROM AND AGAINST ANY CLAIM BY ANY PERSONS RELATING TO THE CONTENT OF THE ESSAY SUBMITTED BY THE NOMINATOR.
 - f. As part of the entry process, Nominator may be provided with an opportunity to opt-in to receive solicitations from, and/or to become a member/participate in clubs of (*i.e., email clubs, text clubs, and rewards programs*), the Participating Stations; provided, however, agreeing to receive such solicitations and/or accepting such membership is not a condition of entry into this Contest and will not increase your chances of winning.
3. **By submitting a Nomination, Nominators and Nominees understand and agree that Station may elect to use any submitted Nomination for entertainment purposes on-air and may choose to “make fun” of any submitted Nomination. Nominators and Nominees waive any right to make any claim against Station, or any Contest sponsors with respect to any disparaging comment made on-air about a Nomination submitted by a Nominator, or in which the Nominee was the subject.**
4. Essays submitted as Nominations in this Contest must be original works created by the person submitting such Nomination. In the event it comes to Station’s attention before or after Winner selection in this Contest

that any such Nomination includes any plagiarized material, such Nominator and the affected Nominee shall be disqualified and any and all prizes will be forfeited.

5. Failure to submit all of the above items in one submission/Nomination will result in disqualification.
6. WHETHER OR NOT SELECTED AS A WINNER, ALL ENTRIES BECOME THE SOLE PROPERTY OF STATION AND MAY BE USED BY STATION (OR ITS SPONSORS) IN ANY MEDIUM IT DEEMS DESIRABLE NOW OR IN THE FUTURE WITHOUT ANY COMPENSATION TO THE NOMINATOR OR NOMINEE.

How to Win

7. At approximately 12:00pm (ET) on June 12, 2023, Station-appointed judges will review and judge all potential Nominations received (*as described in Section 2 above*) and based on any lawful criteria they deem desirable, and select up to one (1) Nominee as the Winner, subject to verification of eligibility and compliance with the Contest Rules (the “**Winner**”). The Station will attempt to contact the Winner (meaning the Nominee) by telephone based on the number provided in the submitted Nomination.
8. Odds of winning the Prize in this Contest shall depend upon the number of entries received in the Contest.
9. PRIZES WILL BE AWARDED TO THE SELECTED NOMINEES WHO WILL BE THE ONLY PERSONS ACKNOWLEDGED AS WINNERS IN THIS CONTEST. THE NOMINEES WILL BE REQUIRED TO COMPLETE THE NECESSARY FORMS REQUIRED BY STATION (INCLUDING, WITHOUT LIMITATION, ACKNOWLEDGEMENT OF RESPONSIBILITY FOR TAXES, PROOF OF AGE AND RESIDENCY) PRIOR TO RECEIVING THE PRIZE. WINNERS MUST RETURN ALL DOCUMENTS SENT TO THEM AND REQUIRED TO BE SIGNED BY THE STATION WITHIN 7 DAYS OF RECEIPT. PRIZES MUST BE PICKED UP BY THE WINNERS AT THE STATION'S STUDIOS DURING REGULAR BUSINESS HOURS WITHIN 30 DAYS OF NOTIFICATION THAT THE PRIZE IS READY. PRIZES WILL BE READY APPROXIMATELY 14 BUSINESS DAYS AFTER STATION RECEIVES ALL OF THE REQUIRED PAPERWORK BACK IN A TIMELY FASHION. IN THE EVENT OF A FAILURE BY A NOMINEE TO ACCEPT THE PRIZE, TO COLLECT THE PRIZE, OR TO COMPLETE THE FORMS BY THE DEADLINE REQUIRED BY STATION, THE PRIZE WILL NOT BE AWARDED UNLESS OTHERWISE DECIDED BY THE STATION IN ITS SOLE DISCRETION ON A CASE BY CASE BASIS. THE STATION IS NOT OBLIGATED TO SELECT A REPLACEMENT NOMINEE (BUT RESERVES THE RIGHT TO DO SO IN ITS SOLE DISCRETION, TIME PERMITTING).
10. Station has no obligation to notify a Nominator that their Nominee was selected as a winner. Station has the absolute and irrevocable right to notify the Nominee of the name of the Nominator(s) who nominated him/her.

Prizes

11. The one (1) verified Winner will receive the following “**Prize**”: one (1) Carrier Heating and Air Conditioning System Unit and Install, valued up to \$15,000, inclusive of any assessments, materials, and installation services by Michael & Son Services and a two (2) year labor and service warranty on the selected HVAC unit. The exact Prize unit to be determined based on the size of the household, the installation location, and the effects of the tonnage. Winner will receive the Prize that fits the Entrants’ Eligible Home on the date of entry and installation and is located within a fifty (50) mile radius of Michael & Son Services (*as described in Section 2 above*). Prize does not include any supplemental electrical work or services (must be free of mold and debris), permits, ductwork, or home improvements to bring the house to code. All current HVAC units that are either natural gas, propane, or forced air systems are eligible. Location of existing unit (attic, crawl spaces, etc.) does not determine eligibility. Michael and Sons Services to provide the removal and recycle on any existing unit. Winner must provide a clean and safe working environment for Michael & Son Services to install the Prize. Failure to provide any of the foregoing may result in disqualification of the Entrant.
 - a. Fulfillment of this Prize **subject to final eligibility inspection and verification of the Winner’s home by Michael & Son Services** to confirm such home meets the Eligible Home criteria set forth in Section 2 of these Contest rules above and is designed for proper HVAC install. Installation date must be scheduled within thirty (30) days of winning and must be mutually agreed upon by Winner and Michael & Son Services. All labor and elements of the Prize package must be received and completed by December 31, 2023 on a date mutually agreed to between Michael & Sons Services and Winner. Winner understands and agrees that Station is not responsible for any delays or any damage resulting from the work in the home.
 - b. **This Prize (in its entirety) will be forfeited if: (i) the Winner or his/her legal spouse on the date of winning either is not the record owner of an Eligible Home or is not listed as a tenant on a residential lease of an Eligible Home; (ii) the Winner or his/her legal spouse is listed as a tenant on a residential lease but does NOT deliver to Station the written consent of the record owner of the Eligible Home within ten (10) days of receiving the required consent form from Station (Station will**

provide the required consent form); and/or (iii) if the Winner's home does not meet the Eligible Home definition and criteria as set forth in Sections 2 and 11 of these rules. Station reserves the right to require that the selected winner provide one or more documents to evidence eligibility and qualification (including, without limitation, deeds and/or leases). The record owner of the property where the Prize will be installed must have a standard homeowner's insurance policy on the home before any work will commence. Station may require proof of such policy. Failure to provide any requested documents by the deadline requested by the Station will result in automatic disqualification -- in which case, an alternate winner will be selected by Station in this Contest from among all other entries received.

12. In the event that the Prize is not compatible with the existing HVAC unit available at the winning home, Winner may either (a) arrange (at his/her sole expense) to have the required fuel service installed or, (b) refuse to accept the prize and sign a Prize Waiver (to be provided by Stations), in which case Stations may, but shall in no event be obligated, to award the prize to another winner (time permitting).
13. Like all work in a home, there is always the possibility of significant delays (due to delays in obtaining materials, supplies, third party contractors, etc....) before, during, or after the construction of work and/or increased costs or time due to unforeseen circumstances or conditions. Winner understands and accepts any such risk of delay or increased costs in excess of the line item caps above. Winner understands and agrees that Station, Michael & Sons Services, and its vendors are not responsible for any delays.
14. **WINNER UNDERSTANDS AND AGREES THAT HE/SHE IS RESPONSIBLE FOR ANY LIABILITY ARISING FROM WORK BEING CONDUCTED IN THEIR HOME AND AGREES TO COMPLETELY RELEASE STATIONS FROM ANY LIABILITY OR RESPONSIBILITY WHATSOEVER RESULTING FROM THE DAMAGE OF ANY PROPERTY OR INJURY OF ANY PERSON IN CONNECTION WITH OR ARISING FROM THE USE OF THE PRIZE AND THE WORK TO BE PERFORMED IN CONNECTION WITH THE PRIZE, REGARDLESS OF THE CAUSE. THE FOREGOING SHALL NOT RELIEVE THE CONTRACTORS PERFORMING ANY WORK AT THE HOME FROM ANY LEGAL RESPONSIBILITY OR OBLIGATION TO THE WINNER OR OTHERS.**
15. **STATION AND MICHAEL & SONS SERVICES ARE NOT RESPONSIBLE IN ANY MANNER FOR ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR LAW, RELATING TO PRODUCTS OR SERVICES PROVIDED AS THE PRIZE IN THIS CONTEST, INCLUDING WITHOUT LIMITATION, ITS QUALITY, MECHANICAL CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WITH THE EXCEPTION OF ANY STANDARD MANUFACTURER'S WARRANTY THAT MAY APPLY TO ANY OF THE PRODUCTS OR SERVICES RECEIVED.**
16. Nominators are not entitled to any award or prize in this Contest, even if their submission was selected as a winner and/or their Nominee rejects the prize, does not complete the required paperwork on time, or cannot be located.

Sponsor(s)

17. The administrator and sponsor of this Contest are Audacy North Carolina, LLC d/b/a WSMW-FM and Michael & Son Services Inc.

Other Rules Specific to This Contest

11. The entry process may require Entrants to login to, or to create, a free account with the third party provider of a software platform used by the Station for such Contest(s) ("**Software Provider**"), by going to the Website, clicking on the Contest entry link, and completing and submitting the online registration form with all required information.
 - a) Limit one (1) account with the Software Provider per email address.
 - b) Software Provider is not a sponsor of this Contest, but Entrants may be required, as part of the entry process, to agree and consent to the Software Provider's terms of service and/or privacy policy, both of which will be available via a link during the entry or account registration process (collectively, the "**Software Provider Policies**").
 - c) If the Entrant elects to have their entry form pre-loaded or pre-populated with information from the Entrant's Facebook, Twitter, Google, or LinkedIn profiles, such Entrant authorizes the Software Provider and the Station to access, utilize and/or pre-load to such entry form, applicable portions of Entrant's profile information from such account.
 - d) While agreement to the Software Provider Policies may be required in order to enter the Contest, the Software Provider Policies are not a part of these Contest Rules but are a separate agreement

between the Entrant and Software Provider. In the event of any conflict between the Software Provider Policies and the Rules, the Rules will govern.

- e) Station is not responsible for any error or technical malfunctions associated with the Software Provider site that may affect any Entrant's ability to enter, to win, or to be properly considered in the Contest, regardless of the cause. In the event of a malfunction associated with the Software Provider site that the Station in its sole and absolute discretion deems to materially and adversely affect the Contest, the Station reserves the right to (1) suspend the Contest; (2) terminate the Contest without a Winner; (3) terminate the Contest and select a Winner early; (4) provide alternative means of entry; and/or make any other changes to the Contest that the Station deems appropriate under the circumstances. Any such changes, terminations or suspensions will be published on the Contest Rules Page, and in the Station's sole and absolute discretion, may also be announced on-air, published elsewhere on the Website, and/or published on social media.
- f) Employees of Software Provider and its affiliates, their respective parents, affiliates, subsidiaries, advertising sponsors and promotional agencies, and the immediate family members of each are not eligible to win in this Contest.