

Nominate Your Favorite Music Teacher Contest Rules

These contest rules are specific to the above contest conducted by Audacy Arizona, LLC d/b/a BIG 94.5 (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 <https://www.audacy.com/kool/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 Fulton Homes School Salute contest (the “**Contest**”). A purchase or payment will not increase your chance of winning.
2. Eligible Nominees must both be eighteen (18) years of age or older and legally reside Arizona and be a music teacher in public or private school, grades 6-12, that is located in one of the following counties in Arizona: Maricopa or Pinal as of the date of entry in this Contest (each a “**Nominee**”).
 - a. Individuals may make Nominations (each, a “**Nominator**”) starting at 5:00am (MT) on Monday, July 17, 2023 and ending at 11:59pm (MT) on Sunday, March 1, 2024 by means of submissions to the Station by completing the form on the Station’s website by clicking on the Fulton Homes School Salute 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 a band and or music related teacher (each a “**Nomination**”).
 1. **Nominators may not nominate themselves.**
 2. **Nominators are not eligible to win or receive a prize in this Contest.**
 3. **Nominees are only eligible to win once in this Contest.**
 4. 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 <https://www.audacy.com/kool/contests> 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 NOMINATORS’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.
 - g. One (1) Nomination per person and per email address.
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. The Station will select up to ten (10) Nominations, subject to verification of eligibility and compliance with the Contest Rules (each a **"Winning School"**) as follows:
 - a. At approximately 12:00pm (MT) on Monday, August 21, 2023, Station judges will review and judge all potential Nominations received by 11:59pm (MT) on Friday, August 18, 2023 and will select one (1) Winning School based on any lawful criteria they deem desirable.
 - b. At approximately 12:00pm (MT) on Monday, September 11, 2023, Station judges will review and judge all potential Nominations received by 11:59pm (MT) on Friday, September 8, 2023 and will select one (1) Winning School based on any lawful criteria they deem desirable.
 - c. At approximately 12:00pm (MT) on Monday, October 2, 2023, Station judges will review and judge all potential Nominations received by 11:59pm (MT) on Friday, September 29, 2023 and will select one (1) Winning School based on any lawful criteria they deem desirable.
 - d. At approximately 12:00pm (MT) on Monday, October 23, 2023, Station judges will review and judge all potential Nominations received by 11:59pm (MT) on Friday, October 20, 2023 and will select one (1) Winning School based on any lawful criteria they deem desirable.
 - e. At approximately 12:00pm (MT) on Monday, November 13, 2023, Station judges will review and judge all potential Nominations received by 11:59pm (MT) on Friday, November 10, 2023 and will select one (1) Winning School based on any lawful criteria they deem desirable.
 - f. At approximately 12:00pm (MT) on Monday, December 4, 2023, Station judges will review and judge all potential Nominations received by 11:59pm (MT) on Friday, December 1, 2023 and will select one (1) Winning School based on any lawful criteria they deem desirable.
 - g. At approximately 12:00pm (MT) on Monday, January 8, 2024, Station judges will review and judge all potential Nominations received by 11:59pm (MT) on Friday, January 5, 2024 and will select one (1) Winning School based on any lawful criteria they deem desirable.
 - h. At approximately 12:00pm (MT) on Monday, January 22, 2024, Station judges will review and judge all potential Nominations received by 11:59pm (MT) on Friday, January 19, 2024 and will select one (1) Winning School based on any lawful criteria they deem desirable.
 - i. At approximately 12:00pm (MT) on Monday, February 12, 2024, Station judges will review and judge all potential Nominations received by 11:59pm (MT) on Friday, February 9, 2024 and will select one (1) Winning School based on any lawful criteria they deem desirable.
 - j. At approximately 12:00pm (MT) on Monday, March 4, 2024, Station judges will review and judge all potential Nominations received by 11:59pm (MT) on Friday, March 1, 2024 and will select one (1) Winning School based on any lawful criteria they deem desirable.
 - k. All non-winning Nominations will be retained and included in all subsequent Winning School selections in this Contest.
 - l. The Station will attempt to contact the Winning School (meaning the Nominee) by telephone or e-mail based on the number and e-mail provided in the submitted Nomination.
8. A Station representative will contact each potential Winning School via phone after each Winning School selection, to explain the prize to the principal or other administrator in charge, and determine if the school is willing to accept the prize. If the school rejects the prize or fails to respond or satisfy any deadline set by the Station, Station will have the right to immediately disqualify that school and, time permitting, select an alternate Winning School in a random drawing of all remaining eligible online entries received if that school is willing to accept the prize as the Winning School. This process will continue until a Winning School is declared. **However, if Station does not have a confirmed Prize Winning School within seven (7) days**

of winning, for any reason (including, without limitation, failure to provide any information required by Station), Station reserves the right, in its sole discretion, not to award that Prize.

9. Odds of winning the Prize in this Contest shall depend upon the number of entries received in the Contest.
10. PRIZES WILL BE AWARDED TO THE SELECTED SCHOOL MUSIC PROGRAM THAT THE NOMINEE WORKS FOR AND WILL BE THE ONLY ENTITIES ACKNOWLEDGED AS WINNING SCHOOLS IN THIS CONTEST. EACH NOMINEE'S SELECTED SCHOOL SYSTEM REPRESENTATIVE WILL BE REQUIRED TO COMPLETE THE NECESSARY FORMS REQUIRED BY STATION (INCLUDING, WITHOUT LIMITATION, ACKNOWLEDGEMENT OF RESPONSIBILITY FOR TAXES) PRIOR TO RECEIVING THE PRIZE. WINNING SCHOOLS MUST RETURN ALL DOCUMENTS SENT TO THEM AND REQUIRED TO BE SIGNED BY THE STATION WITHIN SEVEN (7) DAYS OF RECEIPT. PRIZES MUST EITHER BE PICKED UP BY THE WINNING SCHOOLS AT THE STATION'S STUDIOS DURING REGULAR BUSINESS HOURS WITHIN THIRTY (30) DAYS OF NOTIFICATION THAT THE PRIZE IS READY OR, IF DIRECTED BY A WINNING SCHOOL PRINCIPAL OR SCHOOL ADMINISTRATOR, PRIZE WILL BE MAILED TO THE WINNING SCHOOL AT THE WINNING SCHOOL'S MAILING ADDRESS. PRIZES WILL BE READY APPROXIMATELY FOURTEEN (14) BUSINESS DAYS AFTER STATION RECEIVES ALL OF THE REQUIRED PAPERWORK BACK IN A TIMELY FASHION. IN THE EVENT OF A FAILURE BY A WINNING SCHOOL 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).
11. 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

12. The ten (10) verified Winning Schools will receive the following: \$1,000 to be awarded in the form of a corporate check to the Winning School's music program. Checks will be issued within eight (8) to twelve (12) weeks from the date upon which each Winning School completes all required Station documents.
 - a. The principal or other authorized school board or administrator will be required to sign a release agreement in the form attached hereto as Attachment A as a condition of being awarded the Prize and must return the original to Station within seven (7) days of winning. Winning School shall provide Station with a copy of its tax ID form and any other documentation Station requires as determined in its sole discretion as a condition of accepting the Prize. The Winning School representatives signing the release agreement may be asked to provide proof of authority at the request of the Station prior to the awarding of any prize. **No school will be deemed a Winning School in this Contest until the foregoing has been completed in a timely manner.**
 - b. In the event that the appropriate school administrator and/or principal declines to accept the Prize and/or forfeits the Prize for any reason, then the Station will have no obligation to re-award the Prize and the Winning School will forfeit any prize in this Contest.
 - c. Notwithstanding anything to the contrary herein or stated on air, no school will be entitled to receive any Prize until after their eligibility had been confirmed or accepted by Station and all required paperwork (including, without limitation, liability release agreements) requested by Station have been executed by the appropriate authorized school officials by the deadline required by Station or these Contest rules.
 - d. Winning Eligible Schools must provide Station with a copy of its tax id form and any other documentation and/or sign any documentation Station requires as determined in its sole discretion as a condition of accepting a prize in this Contest. **Station has no obligation to any Nominator or Nominee regarding the application of the check funds by the Winning School, which includes but is not limited to how the funds are used by the Winning School and the timing of the distribution of the funds by the Winning School.**
13. **Nominators are not entitled to any award or prize in this Contest, even if their submission was selected as a Winning School and/or their Winning School rejects the prize, does not complete the required paperwork on time, or cannot be located.**

Sponsor(s)

14. The administrator and sponsor of this Contest are Audacy Arizona, LLC d/b/a BIG 94.5 and Fulton Homes.

Other Rules Specific to This Contest

15. 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.

ATTACHMENT A
PRIZE ACCEPTANCE RELEASE

In consideration of the opportunity provided by Audacy Arizona, LLC d/b/a BIG 94.5 ("**Audacy**" or "**Station**"), I, _____ [name], hereby acknowledge and agree on behalf of _____ [school] ("**School**") to the following:

1. I am an authorized representative of the School and have the authority to sign this document on behalf of the School and to legally bind the School to the agreements set forth herein.
2. As part of Audacy's "Fulton Homes Nominate Your Music Teacher" contest, I hereby accept on behalf of the School the following prize, subject to the terms and conditions of this Release ("**Prize**"): a check in the amount of \$1,000 made payable to the School.
3. By accepting this prize, the undersigned, on behalf of the School, agrees to be bound by the Contest rules applicable to this Contest, which are available at <https://www.audacy.com/kool/rules>.
4. The undersigned is required to sign this release agreement "as is" as a condition of being awarded the Prize and must return an original to Station within seven (7) days of winning. Failure to do so for any reason may result in disqualification in accordance with the Contest rules applicable to this Contest.
5. School shall provide Audacy with a copy of its tax id form and any other documentation Station reasonably requires.
6. Accordingly, the School, its agents, assigns, employees, managers, representatives, affiliated companies, and vendors (individually and collectively hereinafter referred to as "Releasors") hereby voluntarily and knowingly release, acquit and forever discharge Audacy Arizona, LLC, Fulton Homes, and other promotion sponsors and their respective subsidiaries, parent companies, affiliates, owners, successors and assigns, officers, directors, shareholders, attorneys, employees, and agents (individually and collectively hereinafter referred to as "Releasees") from any and all demands, claims, actions, suits, causes of action, charges, complaints, liabilities, costs, contracts, agreements and damages of any nature whatsoever (whether known or unknown, foreseen or unforeseen, in law, in equity or otherwise) which any of the foregoing may now have or may have against the Releasees relating to or arising out of, in any way, this promotion, the Prize, and/or the use of the Prize. Further, Releasors agree to indemnify and hold harmless the Releasees from any and all liability, claims, actions, and damages sustained or incurred by any person or entity due to participation in the contest, and/or the receipt and use of any prize(s) awarded arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by Releasees.
7. I, on behalf of the School, hereby agree that the Releasees may use for advertising and/or promotional purposes, the name, image, photographs, voice and/or biographical information of the School, the undersigned or any School employee in connection with the School's participation in this promotion without the payment of any additional compensation, including, without limitation, any video footage or audio recordings made by the Releasees at the School.
8. **I HAVE READ THIS RELEASE, FULLY UNDERSTAND ITS CONTENTS, UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS ON MY OWN BEHALF AND/OR ON BEHALF OF THE SCHOOL. I AFFIRM THAT I AM MORE THAN 18 YEARS OF AGE. I, INTENDING TO BE LEGALLY BOUND, DO HEREBY EXECUTE THIS RELEASE.**

Date: _____

Authorized Signature

Print Name

Title/Relationship to School