

92.5 WBEE, 96.5 WCMF, 98PXY, 98.9 The Buzz, ESPN Rochester 95.7 FM / 950AM
\$50,000 Home Makeover Wish List
Contest Rules

These Contest rules are specific to the above Contest conducted by Audacy New York, LLC d/b/a WBEE-FM ("92.5 WBEE"), WCMF-FM ("96.5 WCMF"), WPXY-FM ("98PXY"), WBZA-FM ("98.9 The Buzz") and WROC-FM/AM ("ESPN Rochester") (collectively, the "**Station**") and administered by Million Dollar Media ("**MDM**"). 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 published on the Station's websites at www.wbee.com/rules, www.wcmf.com/rules, www.98pxy.com/rules, www.rochesterbuzz.com/rules, and www.espnrochester.com/rules. To the extent that the general contest rules differ from these rules, these rules will govern and control with respect to this Contest.

THIS CONTEST IS BEING CONDUCTED AS DESCRIBED ABOVE ON WBEE ("92.5 WBEE"), WCMF ("96.5 WCMF"), WPXY ("98PXY"), WBZA ("98.9 THE BUZZ") AND WROC 95.7 FM / 950 AM ("ESPN ROCHESTER").

LISTENERS TO EACH OF THESE RADIO STATIONS, AND/OR VISITORS TO EACH STATION'S WEBSITE, MAY ENTER FOR THE CHANCE TO WIN THIS CONTEST.

How to Enter

1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY, MUST BE 18 OR OLDER, TO ENTER OR WIN THE "\$50,000 HOME MAKEOVER WISH LIST CONTEST" (the "**Contest**").
2. Beginning at 12:00:01am (ET) on **June 7, 2021** through the earlier of either (a) when ten thousand (10,000) entries have been received or (b) **July 5, 2021** at 11:59:59pm (ET), potential Entrants may enter the Contest by visiting www.wbee.com, www.wcmf.com, www.98pxy.com, www.rochesterbuzz.com, or www.espnrochester.com, and clicking the "\$50,000 Home Makeover Wish List" Contest entry button.
3. Each entrant ("**Entrant**") must fully complete and then submit the online Contest entry form with all of the required information as follows:
 - a. Entrant's name, complete address (*including city, state and zip*), valid email address, date of birth, and phone number(s) (*including area code(s)*);
 - b. Entrant's guess of the order in which each of the following ten (10) featured home makeover projects might be listed in the Grand Prize Winning Order (*see Section 6 below*) from one (1) to ten (10):
 - Windows & Doors
 - Roofing
 - Lawn Mowers

- Pest Control
- Gardening
- Patio & Hardscaping
- Heating & Air Conditioning
- Siding
- Sunroom
- Kitchen

- c. **IMPORTANT! Entrant must place each of the ten (10) home makeover projects above in the order of THEIR CHOICE ranked and numbered from one (1) to ten (10).**
 - d. Each featured home makeover project should be used a maximum of one (1) time by Entrant in creating their home makeover project list, in order from 1 to 10 on the online entry form.
4. Accepting any available opt-in opportunities from our sponsors and/or Station is not required to enter the Contest, and checking the opt-in boxes will not improve your chances of winning. Entrants may opt-out of any further email communication at any time without affecting their entry by following the provided opt-out instructions, or replying REMOVE to any email message.
 5. **Maximum of one (1) entry per person and per valid email address during the entire Contest entry period.**

How to Win

6. Prior to the start of this Contest, the featured list of ten (10) featured home makeover projects (windows & doors, roofing, lawn mowers, pest control, gardening, patio & hardscaping, heating & air conditioning, siding, sunroom, and kitchen) will be randomly arranged in a predetermined Grand Prize winning order from 1 to 10 (the **"Grand Prize Winning Order"**) by an independent promotions company, MDM, and placed in a sealed security envelope.
7. On or about **July 6, 2021** (or within 2 business days after entry closes, if entry closes earlier than July 5, 2021), MDM will inform Station whether any of the Entrants in this Contest submitted a winning list in the identical order as the pre-determined list order. In the event a winning list has been submitted by an eligible Entrant, the Entrant(s) who submitted the winning list will be notified and will be eligible to claim the Grand Prize, subject to verification and compliance with these Official Rules. There is only one Grand Prize available in this Contest. **In the event of more than one (1) eligible Grand Prize winning entry (tie), then the Grand Prize \$50,000 Credit (see below) will be evenly distributed among all eligible winning Entrants.**

8. In the event that no Entrant successfully completes the Grand Prize winning requirements by selecting the identical order of items as the pre-determined winning order, then the Grand Prize will not be awarded.
9. **Bonus Prize:** In the event there is not a Grand Prize winning entry, the eligible Entrant who has submitted the Home Makeover Project list entry that is determined to be closest (*as described below*) to the predetermined Grand Prize winning project list will be declared the 'Bonus Prize Winner'. **In the event of any Grand Prize winner(s), the bonus prize will not be awarded.** The bonus prize winner will be determined by identifying the Entrant who has submitted the most featured home makeover projects in the correct winning order, starting with the first project. As soon as an Entrant has a project in the wrong order, their entry will be considered disqualified – regardless if any additional projects are in the correct position later in their wish list. In the event of a tie between any eligible Entrants (i.e. two or more Entrants have arranged the same number of projects in the correct order starting with the first project), then a random drawing will be held among those tied Entrants to determine the bonus prize winner.

Prize(s)

10. THERE WILL ONLY BE ONE PRIZE AWARDED IN THIS CONTEST. Only the one (1) Grand Prize or the one (1) Bonus Prize will be awarded in this Contest—not both.
11. **GRAND PRIZE:** One (1) Grand Prize, if any, may be awarded in this Contest. If won, the verified Grand Prize winner will receive a \$50,000 credit that may be used, subject to certain exclusions and restrictions, at any one or more Participating Providers (*as described in Section 13 below*) (or a share of the \$50,000 credit in the event of a tie). Within 45 days after confirmation of a Grand Prize winner by MDM, the Grand Prize winner(s) must notify a Station representative in writing (by email or letter, as instructed by Station) of the exact amount and Participating Providers that winner would like to have the credit issued to ("Issue Notice"). (For example: \$10,000 at each of the five (5) Participating Providers selected by winner or all \$50,000 at one specific named Participating Provider.) Any portion of the total credit value may be redeemed as requested by winning Entrant(s), provided the maximum value of total combined Credits awarded in this Contest does not exceed \$50,000. However, after Station's receipt of the Issue Notice, winner may not make any changes to how much or at which Participating Provider he/she intends to use the credit. Grand Prize, if any, will only be awarded upon Grand Prize Winner validation and verification by Station and Million Dollar Media, LLC and compliance with these Contest rules. In the event of a Grand Prize winner, among other things, winner(s) will be required to sign one or more affidavits and/or liability release agreements "as is", provide a valid US federal or state government issued photo ID, social security number, and sign an IRS W-9 before the prize is awarded. Failure to do so for any reason within two (2) business days of being notified by Station (which notification may be either one email

and/or one telephone call or message left at the number provided) will result in automatic forfeiture of any prize in this Contest and disqualification of such potential Grand Prize winner. IN THE EVENT THERE IS A GRAND PRIZE WINNER, IF THE GRAND PRIZE WINNER DOES NOT PICK UP GRAND PRIZE CREDITS WITHIN 60 DAYS AFTER NOTIFICATION THAT THE GRAND PRIZE IS AVAILABLE FOR PICK-UP, GRAND PRIZE WINNER WILL BE AUTOMATICALLY DISQUALIFIED. IN SUCH EVENT, THE PRIZE WILL NOT BE RE-AWARDED AND WILL REMAIN THE PROPERTY OF STATION. No family member, friend or other person will be allowed to accept the prize on behalf of the Grand Prize Winner. Notarized affidavits and recorded statements may be required from the Contest administrator, witness and Grand Prize Winner to verify compliance with all material contract terms and conditions.

12. **BONUS PRIZE:** In the event there is not a Grand Prize winning entry, then the eligible Entrant who submitted the guess determined to be closest to the winning project list as described in Section 9 above will be awarded the bonus prize. In the event of any tie, the tie breaking procedure outlined below in this Paragraph will be used to determine a maximum of one (1) bonus prize award winner. The bonus prize is a **\$2,000** Credit that may be used, subject to certain exclusions and restrictions, at any one of the Participating Providers. Within 45 days after winner confirmation, the bonus prize winner must notify a Station representative in writing (by email or letter, as instructed by Station) of the Participating Provider that winner would like to have the credit at ("Issue Notice"). Any portion of the total credit value may be redeemed as requested by winning Entrant, not to exceed \$2,000. However, after Station's receipt of the Issue Notice, winner may not make any changes to which Participating Provider he/she intends to use the credit at. In the event of a tie, Station shall select the bonus prize winner via a random drawing from among all tied entries.

13. **PARTICIPATING PROVIDERS:**

- a. Renewal By Andersen of Western NY** – 80 Newbury Street, Rochester, NY 14613
- If a Grand Prize winner is determined, up to a \$50,000 Credit (or \$2,000 Credit if Bonus Prize winner is determined and the bonus prize winner elects to use credit at this one Participating Provider as outlined in Section 12 above) which expires on 8/1/22 from Renewal By Andersen of Western NY located at 80 Newbury Street, Rochester, NY 14613 to be used towards the purchase and installation of any new Renewal By Andersen of Western NY residential windows or doors, subject to installer availability. Winner is solely responsible for permits, code requirements, third party approvals (including, without limitation, landlords and condo associations).
- b. Highland Contractors-** 620 S. Clinton Avenue, Rochester, NY 14620
- If a Grand Prize winner is determined, up to a \$50,000 Credit (or \$2,000 Credit if Bonus Prize winner is determined and the bonus prize winner elects to use credit at this one Participating Provider as outlined in Section 12 above) which expires

on 8/1/22 from Highland Contractors located at 620 S. Clinton Avenue, Rochester, NY 14620 to be used towards the purchase and installation of new roofing or siding. Winner is solely responsible for permits, code requirements, third party approvals (including, without limitation, landlords and condo associations).

- c. **American Equipment, LLC**- 6112 Collett Road West, Farmington, NY 14425
- If a Grand Prize winner is determined, up to a \$50,000 Credit (or \$2,000 Credit if Bonus Prize winner is determined and the bonus prize winner elects to use credit at this one Participating Provider as outlined in Section 12 above) which expires on 8/1/22 from American Equipment, LLC located at 6112 Collett Road West, Farmington, New York 14425 to be used towards the purchase of any in-store item(s).
- d. **Exodus Exterminating**- 440 Stone Rd, Rochester, NY 14616
- If a Grand Prize winner is determined, up to a \$50,000 Credit (or \$2,000 Credit if Bonus Prize winner is determined and the bonus prize winner elects to use credit at this one Participating Provider as outlined in Section 12 above) which expires on 8/1/22 from Exodus Exterminating located at 440 Stone Rd, Rochester, NY 14616 to be used towards residential exterminating needs at winner's home, subject to exterminator availability. Winner is solely responsible for permits, code requirements, third party approvals (including, without limitation, landlords and condo associations).
- e. **Wayside Garden Center**- 124 Pittsford Palmyra Road, Macedon, NY 14502
-If a grand prize winner is determined, up to a \$50,000 Credit (or \$2,000 Credit if Bonus Prize winner is determined and the bonus prize winner elects to use credit at this one Participating Provider as outlined in Section 12 above) which expires on 8/1/22 from Wayside Garden Center located at 124 Pittsford Palmyra Rd, Macedon, NY 14502 to be used towards the purchase and installation (subject to availability) of any new plants, shrubs, trees or flowers. Winner is solely responsible for permits, code requirements, third party approvals (including, without limitation, landlords and condo associations).
- f. **Weckesser Brick Company**- 450 Trabold Road, Rochester, NY 14624
-If a Grand Prize winner is determined, up to a \$50,000 Credit (or \$2,000 Credit if Bonus Prize winner is determined and the bonus prize winner elects to use credit at this one Participating Provider as outlined in Section 12 above) which expires on 8/1/22 from Weckesser Brick Company located at 450 Trabold Road, Rochester, NY 14624 to be used towards the purchase and installation of any new patio or hardscape at winner's home, subject to contractor availability. Winner is solely responsible for permits, code requirements, third party approvals (including, without limitation, landlords and condo associations).

- g. Vanhee Mechanical-** 6355 Dean Parkway, Rochester, NY 14519
- If a Grand Prize winner is determined, up to a \$50,000 Credit (or \$2,000 Credit if Bonus Prize winner is determined and the bonus prize winner elects to use credit at this one Participating Provider as outlined in Section 12 above) which expires on 8/1/22 from Vanhee Mechanical located at 6355 Dean Parkway, Rochester, NY 14519 to be used towards the purchase and installation of a new, home heating & air conditioning system, subject to installer availability. Winner is solely responsible for permits, code requirements, third party approvals (including, without limitation, landlords and condo associations).
- h. Patio Solutions-** 123 Despatch Drive, East Rochester, NY 14445
- If a Grand Prize winner is determined, up to a \$50,000 Credit (or \$2,000 Credit if Bonus Prize winner is determined and the bonus prize winner elects to use credit at this one Participating Provider as outlined in Section 12 above) which expires on 8/1/22 from Patio Solutions located at 123 Despatch Drive, East Rochester, NY 14445 to be used toward the purchase and construction of a new residential sunroom, subject to contractor availability. Winner is solely responsible for permits, code requirements, third party approvals (including, without limitation, landlords and condo associations).
- i. Rochester Bath and Kitchen-** 180 Despatch Drive, East Rochester, NY 14445
- If a Grand Prize winner is determined, up to a \$50,000 Credit (or \$2,000 Credit if Bonus Prize winner is determined and the bonus prize winner elects to use credit at this one Participating Provider as outlined in Section 12 above) which expires on 8/1/22 from Rochester Bath and Kitchen located at 180 Despatch Drive, East Rochester, NY 14445 to be used towards the purchase and installation of a new residential bathroom or kitchen remodel, subject to installer availability. Winner is solely responsible for permits, code requirements, third party approvals (including, without limitation, landlords and condo associations).

13. **In the event that Winner intends to have any of the Credits utilized for installation services in a residence, the winner and/or or his/her legal (per applicable state law) spouse on the date of winning must be the legal record owner of a stand-alone or multi-family home or a condominium located within the Rochester, NY area (as reasonably determined by Station or any of the Contest sponsors as part of their usual service area) ("Eligible House"). Station reserves the right to require that the selected winner provide one or more documents to evidence eligibility and qualification (including, without limitation, deeds, tax records, or marriage certificates) in the event of an Issue Notice. If the Eligible Home is a condominium, then the Winner is solely responsible for research and obtaining any approvals from the homeowner's associations (including, without limitation all costs and expenses associated with obtaining such approvals and authorizations). Eligible winner may be required to have a**

standard homeowner's insurance policy on the home before any work will commence at the home. Station may require proof of such policy.

14. Winner(s) will be responsible for coordinating all aspects of the use of all Credits, including, without limitation, any pick-up, installation and/or delivery to Winner's residence and for dealing directly with all sponsors. Station and MDM shall not be responsible for any work, installation, or delivery done by Participating Providers or their contractors. Above listed Credits may be subject to other restrictions communicated to Winner by the Participating Providers.
15. 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 and its sponsors are not responsible for any delays or increased costs, except with respect to a specific Participating Provider if the delay is due solely to its gross misconduct or gross negligence.
16. BY ENTERING THIS CONTEST, 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 STATION AND MDM 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 PARTICIPATING PROVIDERS AND THEIR CONTRACTORS PERFORMING ANY WORK AT THE HOME FROM ANY LEGAL RESPONSIBILITY OR OBLIGATION TO THE WINNER OR OTHERS.
17. Installation and delivery of materials and installation associated with the Credits shall be only to/at one address. Winner MAY NOT request installation or delivery to multiple addresses.
18. Credits have no cash value, and may not be exchanged or redeemed for any other prize. All Credits must be used within the dates set forth in Section 11, 12 & 13 above. Any full or partial remaining Credit value will be forfeited. Credits may be used in partial increments. Any unused portion of any Credit with a Participating Provider will not be refunded as Cash, and unused balances will expire on the dates set forth above. If the purchase of any product or service from a Participating Provider exceeds the amount of the remaining Credit attributed to that Participating Provider in the Issue Notice, then winner shall be solely responsible for the difference in the cost at time of prize delivery or acceptance.

19. Prizes/Credits are non-transferable. No family member or other person may accept prize on behalf of a winner.
20. In the event Winner is unable or does not desire to use some or all of the Credits issued, such Credits will be forfeited and no compensation or substitution prize will be awarded and Winner will still receive a IRS 1099 for 2021 for the full value of the Credits issued, whether used or not. If Winner elects not to receive some or all of the Credits, he/she must promptly execute a waiver releasing all claims associated with such Credits on or before 5:00pm (ET) on **August 20, 2021** using a form provided by Station. Failure to do so in a timely manner will result in all of the Credits being awarded to the winner and the winner may receive a 1099 for the value of all Credits whether or not he/she elects to accept delivery or pick up all of the Credits.
21. There may be additional restrictions associated with or placed on each individual service/product provided above, which shall be communicated to the winner.
22. Winner is responsible for any non-inclusive charges, delivery fees, tips, taxes, or deposits in addition to those costs already included in these official Contest rules.
23. Winner may be allowed to upgrade or purchase additional services not specifically listed in these official Contest rules and must negotiate said purchased upgrades or additional services directly with the Participating Provider. It is Winner's sole responsibility for contracting and remitting payment for these additional services. Station has no liability to Winner or to the Participating Providers for the purchase of these upgrades or additional services. Station has no obligation whatsoever to Winner for any such additional services or goods (of the failure of Participating Provider) to provide or adequately provide any such additional services or goods. All such arrangements are made by the Winner at their sole cost, expense and risk.
24. **Neither Station, MDM nor any Participating Provider has made or is responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the Credits or products or services redeemed from the Credits, 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.**

Odds of Winning

25. The odds of any one Entrant winning the Grand Prize in this Contest are 1:3,628,800. If there is no Grand Prize winner, then the odds of any one Entrant winning the Bonus

Prize in this Contest will depend on the number of entries received but will be no greater than 1:10,000.

Sponsor/Administrator

26. The sponsors of this Contest are Audacy New York, LLC d/b/a 92.5 WBEE, 96.5 WCMF, 98PXY, 98.9 The Buzz, ESPN Rochester, Renewal By Andersen of Western NY, Highland Contractors, American Equipment, LLC, Exodus Exterminating, Inc., Wayside Garden Center, Weckesser Brick Company, Vanhee Mechanical, Patio Solutions, and Rochester Bath and Kitchen.

Other Rules Specific to this Contest

27. **IN CASE OF DISPUTES:** By participating, each Entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New Jersey; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will Entrant 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant and Sponsor in connection with this Contest, shall be governed by, and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

Additional Eligibility Requirements

28. In addition to (and notwithstanding anything to the contrary in) the eligibility restrictions set forth in the Station's general Contest rules, employees (including, without limitation, part-time or temporary employees) of Million Dollar Media, LLC, and their respective parent entities, subsidiaries, affiliated companies and advertising and promotion agencies at any time during the applicable contesting period and the immediate family (i.e., current and ex- spouses, parents, grandparents, children, grandchildren, and siblings and in-laws and steps in any of the foregoing categories) and other household members (i.e., roommates,

housemates, significant others, and partners of each legally residing at the same address) are NOT eligible to enter and/or to win the Contest.

Official Rules & Winner List Requests

29. For a copy of these Official Rules or for a list of prize winner(s), send a self-addressed, stamped envelope to: \$50,000 Home Makeover Wish List Contest, c/o Audacy New York, LLC, 70 Commercial Street, Rochester, NY 14614. PLEASE SPECIFY whether you are requesting, official rules or winner list. Requests must be received by 9/6/2021. Winner list will be available after 7/6/2021.