

## WFAN's Hit for the Cycle Official Contest Rules

These contest rules are specific to the WFAN's Hit for the Cycle Contest (the “**Contest**”) conducted by Entercom New York, LLC d/b/a WFAN-AM/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.WFAN.com/Rules](http://www.WFAN.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.**

### Special Entry/Eligibility Restrictions

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1. No purchase is necessary to enter or participate in this Contest.
2. To be eligible to participate in this Contest, entrants must be legal U.S. residents of NY, NJ, CT or PA and must be 21 years of age or older as of date of entry in this Contest.
3. Employees of Station, Nielsen Chrysler Jeep Dodge, Million Dollar Media, LLC (“**Contest Administrator**”), or any other sponsors participating in this Contest and their respective affiliated companies, advertising or promotional agencies and the immediate family and household members (as defined in the general contest rules) of each are ineligible to participate in this Contest.
4. Maximum of one entry per email address during entire Registration Period (*as defined in Section 5 below*).

### How to Enter

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5. To enter beginning on April 6, 2022 at 5:00pm (ET) and ending on September 30, 2022 at 9:00am (ET), Contest may be extended should the New York professional baseball team in pinstripes (the “**Team**”) make it to the 2022 Playoffs (the “**Registration Period**”), visit [www.WFAN.com/HitfortheCycle](http://www.WFAN.com/HitfortheCycle), follow the links to the entry form. Follow the online instructions provided to complete and submit the online entry form with all of the required information including name, complete address (*including City, State, Zip*), valid email address, age, and phone number(s) (*including area code(s)*). All online entries must be received by **9:00am (ET) on September 30, 2022** to be eligible.
6. Qualifying games and game dates for this Contest shall be the (162) designated regular season Team baseball games scheduled to be played between Thursday, April 7, 2022 and Wednesday, October 5, 2022 and the 2022 Playoffs should the Team be eligible (“**Qualifying Game(s)**”).

### How to Win

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7. At least one-hundred and sixty-two (162) “**Qualifiers**” will be selected during the Contest. One (1) Qualifier will be selected at random by the Station for each 2022 regular season game scheduled to be played by the Team between Friday, April 8, 2022 and Thursday, October 5, 2022. Subject to verification of eligibility and compliance with the Contest rules, each Qualifier selected will be eligible to receive one (1) Qualifying Prize (*as described in Section 15 below*). Each Qualifier will be assigned to a Team Qualifying Game that respective month in the order in which they are selected. Qualifiers will be selected in Station-conducted random drawings from all eligible online entries received by 11:59pm (ET) on the previous day as follows:
  - a. Up to one (1) Qualifier will be selected on April 7, 2022 at approximately 9:30am (ET).

- b. Up to seven (7) Qualifiers will be selected on April 8, 2022 at approximately 9:30am (ET).
  - c. Up to six (6) Qualifiers will be selected on April 15, 2022 at approximately 9:30am (ET).
  - d. Up to six (6) Qualifiers will be selected on April 22, 2022 at approximately 9:30am (ET).
  - e. Up to six (6) Qualifiers will be selected on April 29, 2022 at approximately 9:30am (ET).
  - f. Up to six (6) Qualifiers will be selected on May 6, 2022 at approximately 9:30am (ET).
  - g. Up to seven (7) Qualifiers will be selected on May 13, 2022 at approximately 9:30am (ET).
  - h. Up to seven (7) Qualifiers will be selected on May 20, 2022 at approximately 9:30am (ET).
  - i. Up to six (6) Qualifiers will be selected on May 27, 2022 at approximately 9:30am (ET).
  - j. Up to six (6) Qualifiers will be selected on June 3, 2022 at approximately 9:30am (ET).
  - k. Up to six (6) Qualifiers will be selected on June 10, 2022 at approximately 9:30am (ET).
  - l. Up to seven (7) Qualifiers will be selected on June 17, 2022 at approximately 9:30am (ET).
  - m. Up to seven (7) Qualifiers will be selected on June 24, 2022 at approximately 9:30am (ET).
  - n. Up to six (6) Qualifiers will be selected on July 1, 2022 at approximately 9:30am (ET).
  - o. Up to six (6) Qualifiers will be selected on July 8, 2022 at approximately 9:30am (ET).
  - p. Up to five (5) Qualifiers will be selected on July 15, 2022 at approximately 9:30am (ET).
  - q. Up to six (6) Qualifiers will be selected on July 22, 2022 at approximately 9:30am (ET).
  - r. Up to six (6) Qualifiers will be selected on July 29, 2022 at approximately 9:30am (ET).
  - s. Up to six (6) Qualifiers will be selected on August 5, 2022 at approximately 9:30am (ET).
  - t. Up to seven (7) Qualifiers will be selected on August 12, 2022 at approximately 9:30am (ET).
  - u. Up to six (6) Qualifiers will be selected on August 19, 2022 at approximately 9:30am (ET).
  - v. Up to six (6) Qualifiers will be selected on August 26, 2022 at approximately 9:30am (ET).
  - w. Up to seven (7) Qualifiers will be selected on September 2, 2022 at approximately 9:30am (ET).
  - x. Up to five (5) Qualifiers will be selected on September 9, 2022 at approximately 9:30am (ET).
  - y. Up to six (6) Qualifiers will be selected on September 16, 2022 at approximately 9:30am (ET).
  - z. Up to six (6) Qualifiers will be selected on September 23, 2022 at approximately 9:30am (ET).
  - aa. Up to six (6) Qualifiers will be selected on September 30, 2022 at approximately 9:30am (ET).
  - bb. Entries not selected as a Qualifier will be retained and included in all subsequent drawings during this Contest.
  - cc. Qualifiers for up to twenty-four (24) designated post season New York professional baseball games scheduled to be played in October 2022 (exact dates TBD) will be selected if the Team make it into the 2022 Playoffs.
8. Subject to verification of eligibility and compliance with the Contest rules, each Qualifier selected will be eligible to receive one (1) Qualifying Prize (*as described in Section 15 below*) and will be pre-assigned to one (1) specific Qualifying Game. The name of each Qualifier assigned to each Qualifying Game will be announced on-air on WFAN-AM/FM prior to, during and/or after the commencement of the broadcast of the Qualifying Game to which they were assigned. Qualifiers will not be notified in advance in any other manner that they

were selected nor be notified of which designated Qualifying Game they have been assigned to. Qualifiers do not need to be listening to win.

9. If a Qualifier does not win a Grand Prize (*as described in section 16 below*), he/she may not be a Qualifier again, regardless of whether or not he/she wins a Grand Prize, and will not be permitted to enter the Contest again.

**10. Grand Prize Contest – Hit for the Cycle**

- a. Subject to the conditions set forth below in these Contest rules, if a Team batter “hits for the cycle” which includes hitting a single, a double, a triple, and a home run (not necessarily in that order) during the Qualifier’s respective Qualifying Game including extra innings if applicable, subject to the conditions set forth herein (the “**Prize Winning Condition**”), then the Qualifier assigned to that Qualifying Game will win a Grand Prize, subject to verification of eligibility and compliance with these Contest rules. If at any time two (2) Grand Prizes have been awarded, the Contest will end and no additional Qualifiers will be selected. If no Team player hits for the cycle during a Qualifying Game, that Qualifying Game’s assigned Qualifier will not win a Grand Prize in the Contest, but will still win a Qualifying Prize.
- b. For the purposes of these Contest rules, in order to “hit for the cycle” and meet the Prize Winning Condition, a batter from the Team must acquire, in any order, a single, a double, a triple, and a home run during a single official Qualifying Game. Hits may not be combined by multiple players (i.e. the same individual player must record all (4) required hits by themselves). These must be official base hits as recorded by the official scorer present at the Qualifying Game (i.e. a batter reaching first base on an error is not credited with a single). A batter will have nine (9) innings plus any extra innings if applicable in order to complete the cycle and meet the Prize Winning Condition. In order for the home run to be considered valid for the purposes of the Prize Winning Condition, the ball must clear the outfield fence on the fly, without the aid of an opposing player or any other person, surface or object. A ball that touches a fielder prior to crossing the plane of the outfield fence will not constitute a winning home run for this Contest, irrespective of the official scoring of the play. Any home run which occurs as the result of a spectator who in any way interferes with an opposing player who is attempting to catch the ball (i.e. grabbing a player’s arm, removing ball from a player’s glove, etc.) will not constitute a winning home run for this Contest and will not meet the Prize Winning Condition, irrespective of the official scoring of the play. A home run must be generated by a ball that is hit over the outfield fence. An inside-the-park home run may constitute as a winning home run for this Contest as long as it is officially scored as an inside the park homerun. The Qualifying Game in which the Team player hits for the cycle and meets the Prize Winning Condition must be an official game. If the game in which a batter has hit for the cycle is canceled for any reason prior to becoming an official game, all hits are removed from the official score book. Therefore, there will be no winning Qualifier based on this game. No changes by the official scorer on any ruling (i.e. changing an error or a fielder’s choice to a hit) will be acknowledged after the completion of the Qualifying Game. If a Qualifying Game is re-scheduled or postponed for any reason, the make-up Qualifying Game will be eligible for a Grand Prize and the selected Qualifier will remain. If the Qualifying Game is cancelled and no make-up Qualifying Game is scheduled, the Qualifier is no longer eligible to win a Grand Prize.
- c. Potential Qualifying Prize winners and potential Grand Prize Winner(s) will be notified at the telephone number which he or she provided upon qualification within twenty-four (24) business hours of the completion of his or her Qualifying Game. In the event Station does not reach potential winner, Station will leave a message.

**11. Effect of Rescheduled/Cancelled/Incomplete Qualifying Games:**

- a. If a Qualifying Game is cancelled, without being rescheduled, for any reason prior to becoming an official game, all statistics are removed from the official score book and no prize claims will be acknowledged for that Qualifying Game, even if a prize would have otherwise been awarded pursuant to Section 10 above.
  - b. If a Qualifying Game is rescheduled to a game date prior to October 31, 2022, then that assigned Qualifier and Qualifying Game, as rescheduled, shall be eligible to win under the terms of these Contest rules.
  - c. Any rain-shortened Qualifying Game, or any Qualifying Games that are less than 9-innings, shall be eligible for the potential prizes in these Contest rules as long as the Qualifying Game is considered an official game (minimum 5-innings), and the stats of the Qualifying Game are officially recorded by the league.
12. Qualifying plays must be recorded in the game stats of a regulation game played by the Team. If any Qualifying Game is called and therefore not a regulation game, a Grand Prize will not be awarded for that Qualifying Game. If any Qualifying Game is suspended and play resumed, or rescheduled to a future date, so that the Qualifying Game is designated a regulation game, even if the rescheduled date of such game falls after the Registration Period, such Qualifying Game shall be deemed eligible for the purposes of the Contest in accordance with Section 10 above.
13. In the event that a winner or Qualifier is disqualified, for any reason, at any time, the Prize that he/she may have otherwise been entitled to will not be re-awarded and will remain the property of Station or its designee.
14. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THERE WILL BE A **MAXIMUM OF THREE (3) GRAND PRIZES AWARDED IN THIS CONTEST.** ONLY THE FIRST THREE (3) QUALIFIERS WHOSE SELECTED QUALIFYING GAME HAS A PLAYER COMPLETE THE PRIZE WINNING CONDITION (A "HIT FOR THE CYCLE" AS DESCRIBED ABOVE) DURING THAT QUALIFIER'S DESIGNATED QUALIFYING GAME IS ELIGIBLE TO WIN A GRAND PRIZE. ONCE THERE ARE THREE (3) GRAND PRIZE WINNERS, THIS CONTEST WILL IMMEDIATELY END, EVEN IF ADDITIONAL QUALIFYING GAMES REMAIN IN THIS CONTEST AND NO OTHER PRIZES WILL BE AVAILABLE TO WIN IN THIS CONTEST.

### **Prize(s)**

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15. Each of the up to one-hundred and sixty-two (162) Qualifiers in this Contest will each receive a "**Qualifying Prize**" subject to verification of eligibility. Each Qualifying Prize is a fifty dollar (\$50.00) Wendy's Gift Card. The Approximate Retail Value ("ARV") of each Qualifying Prize is \$50.00. Prize does not include delivery fee or gratuity.
16. Up to two (2) Grand Prizes may be awarded in this Contest, subject to verification of eligibility. Each "**Grand Prize**" is a 2022 Jeep Compass Latitude ("**Vehicle**"). ARV of the Vehicle is approximately \$31,975.00. Grand Prize provided by Nielsen Dodge Chrysler Jeep Ram. Grand Prize winner will be responsible for registration fees, insurance, sales tax, tag & title fees, and any other fees associated with taking ownership of the Grand Prize. The awarding of the Vehicle is subject to the following:
  - a. The Vehicle must be accepted by the Winner "as-is".
  - b. Station neither makes nor is responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to such Vehicle, 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 the Vehicle.
  - c. Winner will be required to complete all relevant transfer documents for the Vehicle at a mutually agreed upon date and time during regular business.

- d. Winner must show proof of New York, New Jersey, or Connecticut state automobile liability insurance requirements prior to taking possession of the prize.
- e. Winner must possess and present state authorized identification prior to being awarded the prize.
- f. The transfer of ownership of the Vehicle to the Winner shall require the Winner to: (1) provide proof of valid insurance that is of sufficient coverage to satisfy those minimum coverage requirements as may be required by the states of New York, New Jersey, or Connecticut; and (2) to pay in advance of awarding the Prize any and all applicable taxes, emission testing charges, dealer fees, service fees, and any license, title, and registration fees as may apply and be required by the states of New York, New Jersey, or Connecticut and the county, and municipality in which the Winner resides. Fees can vary by zip code.
- g. Winner is advised to contact their state department of revenue for actual tax rates and information.
- h. Winner shall be solely responsible for his/her compliance, and any costs associated with his/her compliance, with all laws governing the lawful operation of the Vehicle in the state, county, and municipality of New York, New Jersey, or Connecticut of which the Winner is a legal resident, which may include, but is not limited to, the requirement for the operator of a Vehicle to secure and hold a valid government issued driver's license.
- i. Winner must take possession of Vehicle at a dealership designated by the Station or its designee within forty-five (45) days following winning or whenever winner's Vehicle becomes available.
- j. **Grand Prize winner (if any) will be required to sign and return a completed IRS W-9 form, one or more affidavits and/or liability release agreements within ten (10) business days prior to being entitled to any prize in this Contest. Failure to do so by that deadline will result in automatic forfeiture of any prize in this Contest.**

17. The maximum value of all prizes available to be awarded in this Contest is \$72,050.00.

### **Odds of Winning**

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18. The odds of becoming a Qualifier in the Contest depend on the number of eligible entrants received and the number of drawings each entrant is included in. The earlier you enter this Contest, the greater number of drawings that you will be included in and the greater your chance of winning. The odds of a Qualifier winning a Grand Prize depend on the play of the Team for each Qualifying Game.

### **Sponsors**

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19. The Sponsors of this contest are Entercom New York, LLC and Nielsen Dodge Chrysler Jeep Ram, 175 NJ-10, East Hanover, NJ 07936, and Wendy's. Million Dollar Media is the Contest Administrator for this Contest.

### **Other Rules Specific to This Contest**

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16. 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.