

## 12 Trees of Christmas 2022

These contest rules are specific to the above contest conducted by Audacy Wisconsin, LLC ("Audacy") d/b/a 94.9 WOLX (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 at the Station's studio at 7601 Ganser Way, Madison, WI 53719 during regular business hours and on the Station's website at [www.wolx.com/rules](http://www.wolx.com/rules). To the extent that the Station's general contest rules differ from these rules, these rules will govern and control with respect to this contest.

### How to Enter

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1. No purchase or payment of any kind is necessary to enter or win the 12 Trees of Christmas 2022 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 in Dane County as of the date of entry in this Contest (each a "**Nominee**").
  - a. Individuals may make Nominations (each, a "**Nominator**") starting at 12:00a CT on November 21, 2022 and ending at 11:59p CT on December 12, 2022 by means of submissions to the Station by completing the form on the Station's website by clicking on the 12 Trees of Christmas 2022 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 100 words or less describing why Nominator would like to nominate someone who deserves a little extra holiday cheer (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 100 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.wolx.com](http://www.wolx.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.

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## How to Win

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At approximately 12:00p CT on each weekday from November 30, 2022 to December 15, 2022, Station 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 (1) winner per day for a total of (12) Nominees as a Winner, subject to verification of eligibility and compliance with the Contest Rules (each a "**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 CONTESTS. 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.

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## Prizes

11. The one (1) verified Winner will receive the following "**Prize**": (1) Christmas Tree from Bruce Company and (1) \$100 VISA gift card. Prizes provided by Bruce Company and Bank of Wisconsin Dells. Approx. Value \$175.
12. **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.**

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## Sponsor(s)

13. The administrator and sponsor of this Contest are Audacy Wisconsin, LLC ("Audacy") d/b/a 94.9 WOLX and Bruce Company, Bank of Wisconsin Dells, Smart Toyota and Pasqual's Cantina



## Other Rules Specific to This Contest

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14. 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.