WHPC General Contest Rules

- 1. There is no purchase necessary to enter any of WHPC's contests, whether the contest is held over the air, or on-site at a live station remote or event. A purchase will not improve your chances of winning.
- 2. All Federal, State, Local and Municipal laws and regulations apply.
- 3. Void where prohibited.
- 4. Contests are open to residents of Nassau or Suffolk County in New York State who are 16 years or older at the time of entry.
- 5. If contest winner is under the age of 18, they must be accompanied by a parent or guardian to claim their prize.
- 6. The use of multiple identities and/or internet accounts is prohibited, and any attempt to obtain more than the stated number of entries will void that participant's entries and may result in participant's disqualification.
- 7. Incomplete, forged, altered, automated, mechanically-reproduced, lost, late, misdirected, garbled or illegible entries will be disqualified.
- 8. Sponsor will not be responsible for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender, WHPC's application service provider, or difficulties with phone lines to enter the contest.
- 9. All entries obtained via the internet or on-site at a radio station event become property of WHPC and none will be returned.
- 10. Winner Selection and Odds: WHPC will select one (1) winner from among all eligible entries per contest. Winners will be chosen in a random drawing, or as directed on air for the specific contest (i.e. Caller #1 to 516-572-7440 will win.)
- 11. Odds of winning depend on the number of eligible entries received and the number of eligible participants listening and calling in.

- 12. Winners may be asked to come to the WHPC studios, H Building, on the Nassau Community College campus, to claim their prize. A valid photo ID will be required to claim the prize. Trouble getting to the WHPC studios to claim the prizes are not the responsibility of WHPC. WHPC is willing to mail prizes through standard US Mail, but will not be held responsible for prizes that don't get delivered correctly or on time if the winner chooses to have the prizes mailed.
- 13. All applicable federal, state and local taxes are the sole responsibility of the winner. A valid Social Security Card may be needed to claim prizes in value of \$600 or more.
- 14. Employees, associates, interns, other related sponsors of WHPC and Nassau Community College, and their immediate families, and any employees from other radio stations in the Nassau-Suffolk listening area, shall be ineligible to participate in any WHPC contest. The term "immediate families" includes spouses, grandparents, parents, siblings, children and grandchildren.
- 15. Once you have won a WHPC contest, neither you nor any member of your family or household can win another WHPC contest for 30 Days, and can not win the same contest/prize, if offered more than once, more than once every 90 days.
- 16. There will be no substitution of prizes. The prize you win is the prize you will receive. If, for some reason, the prize is no longer available, a prize of equal or greater value will be offered.
- 17. Participation in the contest and the prizes awarded are non-transferable.
- 18. Failure to collect the prize within 30 days of winning it, or by 4:30pm on the day of the event the prize is for, constitutes forfeiture of the prize. If forfeited, the prize will remain the property of WHPC. Another winner will not necessarily be selected.
- 19. Publicity: Except where prohibited, acceptance of any prize constitutes the winner's irrevocable consent to the publication or other use by WHPC and its licensees of his or her name, biographical information and likeness in any

media, including the Internet, for any commercial, publicity or promotional purpose, without limitation, review or approval, or additional compensation.

- 20. The decision of the WHPC management in the interpretation of these rules is final. By participating, persons agree to be bound by the decision of the judges and the official rules.
- 21. If a winner is found in violation of these rules, he/she may be required to forfeit his/her prize, and absolves WHPC of any and all liability and no prize awards will be considered for reimbursement.
- 22. By participating in the contest, participants acknowledge and agree that everything regarding the contest, including the prize, are provided "as is" and that WHPC makes no representations or warranties of any kind, expressed or implied, about the prize(s). WHPC hereby disclaims all such warranties of merchantability or fitness for a particular purpose. (Because some states do not allow the exclusion or limitation of certain implied warranties, the above limitation may not apply to you. In such states, the liability of the released parties is limited to the fullest extend permitted by such state law.)

The released parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing or production errors, or by any of the equipment or programming associated with or employed in the contest; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the contest; (4) technical or human error which may occur in the administration of the contest, the processing of entries, or the notification of any winner; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from a participant's participation in the contest or receipt or use or misuse of any prize.

23. By participating in the contest, each participant agrees to fully release, forever discharge, and hold harmless WHPC, Nassau Community College and their respective subsidiaries, affiliates, suppliers, distributors, advertising/ promotion agencies, and prize suppliers and each company's officers, directors, employees, agents, representatives, and successors and assigns (collectively, the "released parties") from and against any claims, costs, liabilities, losses, injuries, and damages arising out of the contest including, but not limited to, any claims for personal injury, death, or damage to or loss

of property, loss of employment, or any other harm whatsoever arising out of (1) participation in the contest; (2) the quality, receipt, possession, use, or misuse of any prize, or (3) any travel or activity that is related to the contest or the prize.

- 24. Construction: The invalidity or un-enforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
- 25. WHPC reserves the right to make rule or contest changes without notice at any time. WHPC also reserves the right to change contest dates without notice.
- 26. Additional rules may be added for specific contests at the discretion of the station.
- 27. A complete copy of these rules can be obtained at the WHPC studios, H Building Basement on the campus of Nassau Community College, during regular business hours Monday – Friday 9am-4:30pm.