2019 Modern Rock Ship Rocked Giveaway WRMR – 98.7 FM Official Rules

CONTEST OPEN TO PERMANENT LEGAL U.S. RESIDENTS WHO ARE AT LEAST 21 YEARS. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ALL FEDERAL, STATE AND LOCAL REGULATIONS APPLY.

- 1. **HOW TO ENTER.** By entering, you agree to comply with all applicable laws and these Official Rules, and you agree to abide by all decisions of the Sponsors. Only one entry per person, per household. To qualify participants must listen to WRMR, Modern Rock 98.7, Monday –Friday for the Ship Rocked Giveaway sounder which will air seven (7) times a day at random each weekday. Caller number nine (9) after the sounder airs will be qualified for the Giveaway. Entries by phone will be charged standard phone call rates for calls according to the terms and conditions in their calling plan. Wireless services are not available in all areas. A maximum of 91 qualifiers will be selected on air and 7 qualifiers will be selected from a comment to win contest on Modern Rock's Facebook page.
- 2. **SPONSOR.** The sponsor of this contest is Sunrise Broadcasting, LLC 25 N. Kerr Ave, Wilmington, NC 28405/ Grand Pro-Mo PO Box 657 Nutley, New Jersey 07110/ and Bills Front Porch 4238 Market St., Wilmington, NC 28403, Wilmington, NC 28403.
- 3. **ELIGIBILITY.** The contest is open only to permanent, legal U.S. residents 21 years of age by February 1st, 2020, and who reside in North Carolina. Employees of Sponsor and its respective parent companies, subsidiaries, affiliates, officers, directors, agents, employees, advertising and promotion agencies and members of their immediate families (spouses, parents, children, and siblings and their spouses) are not eligible. Persons who have won a prize valued over \$100 in any contest sponsored by Sponsor in the last 12 months are ineligible to win this contest. By submitting an entry to this contest, the entrant acknowledges and agrees (a) to all of these Official Rules, and (b) to be bound by all decisions of Sponsor, whose decisions are binding and final.

4. PRIZE(S) AND ODDS.

Prize valued at \$3,000. Includes:

- A 5-night luxury cruise on the Carnival Valor from Port of Galveston to Cozumel
 & Yucantán, Mexico
- Spacious stateroom accommodations on-board the Carnival Valor
- All ShipRocked concerts. Most artists perform multiple times; all shows are general admission
- Photo meet & greets opportunities with artists, and other special events and activities
- Use of the Valor's Amenities, such as the casino, spa, pools, hot-tubs, waterslide, mini-golf course, sports-court, health and fitness centers, and more!
- All meals in the main dining room and Lido restaurants throughout the day
- 24-hour room service (view menu, surcharges may apply on some items and during overnight hours) and 24-hour pizzeria

Non-carbonated beverages (coffee, tea, juices, fountain water, etc.)
 More info available at: http://www.shiprocked.com/reservations/whats-included/.

The winner will be chosen from all eligible entries received during the Contest Period and will be selected at a finale giveaway party. The winner must be present to win at the giveaway party at Bills Front Porch (4238 Market St., Wilmington, NC 28403) Saturday, December 14th from noon to 2:00pm, winners will have until 1:30pm to be checked in. At 1:30 once all eligible qualifiers are checked in 3 names will be drawn at random, the 3 people who were drawn will then select a box to stand in front of, there will be a total of 3 boxes. When announced the 3 individuals will open their box to reveal balloons, 1 box will contain a set of gold balloons with pretend winner tickets attached, the other two boxes will have black and blue balloons with a modern rock sticker attached. The person who opens the box with the gold balloons will be the official winner. Winner will be notified by email or telephone using the contact information provided on the contest entry form and will be instructed regarding how to claim and obtain the prize. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with the receipt and/or use of the prize. Winner must sign and return to Sponsor an affidavit of eligibility and liability and publicity release, as well as IRS form W-9: Request for Taxpayer Identification Number and Certification for any prize over \$600.00 in total value. If any prize notification is undeliverable, or in the event of non-compliance with any of these requirements, the prize will be forfeited, and an alternate winner may be selected from the remaining eligible entries.

- 5. **RELEASE.** By entering this contest, entrants agree to release and hold harmless Sponsor, its prize suppliers, affiliates, subsidiaries, and each of such company's officers, directors, employees, and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in this contest or receipt or use or misuse of any prize. By checking the relevant box or selection on the entry form, entrants agree that Sponsor may contact them via email with information, special content or features. An entrant may discontinue receiving such materials at any time by using the unsubscribe procedures contained in the email message.
- 6. **PUBLICITY.** Except where prohibited, participation in this contest constitutes a winner's consent to Sponsor's and its agents' use of any and all materials submitted with an entry, including winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
- 7. **GENERAL CONDITIONS.** Sponsor reserves the right to cancel, suspend and/or modify the contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in

its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Sponsor reserves the right to change the Official Rules at any time to ensure the fair administration of the contest and compliance with applicable laws.

- 8. **LIMITATIONS OF LIABILITY**. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the contest; (2) unauthorized human intervention in any part of the entry process or the contest; (3) technical or human error which may occur in the administration of the contest or the processing of entries; or (4) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the contest or receipt or use or misuse of any prize.
- 9. **DISPUTES**. Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of North Carolina or the appropriate North Carolina State Court located in Wake County, North Carolina; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this contest, 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, indirect, 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 the entrant and Sponsor in connection with the contest, shall be governed by, and construed in accordance with, the laws of the State of North Carolina without giving effect to any choice of law or conflict of law rules (whether of the State of North Carolina or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of North Carolina.
- 10. 11. **WINNER LIST.** Winner list requests will only be accepted after the Promotion Period and no later than 12/14/19. For a copy of the winner list, send an email with subject line "Modern Rocks Shiprocked winner list" to mboyd@cbc-sunrise.com